

EXHIBIT A



VG-16-2022-158011

Denton County
Juli Luke
County Clerk

Instrument Number: 158011

Real Property Recordings

AFFIDAVIT

Recorded On: November 14, 2022 04:15 PM

Number of Pages: 229

" Examined and Charged as Follows: "

Total Recording: \$938.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 158011
Receipt Number: 20221114000759
Recorded Date/Time: November 14, 2022 04:15 PM
User: Marlene F
Station: Station 6

Record and Return To:

MCCARTHY



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

State of Texas

County of Denton

AMMENDED AFFIDAVIT OF LIEN BY MCCARTHY BUILDING COMPANIES INC.

Before me, the undersigned authority, who is authorized to administer oaths and take acknowledgments, personally appeared Nathan Kowallis, Senior Vice President of McCarthy Building Companies Inc., who after being properly sworn states as follows:

1. I am a Senior Vice President of McCarthy Building Companies, Inc. ("McCarthy") responsible for the execution by McCarthy of a construction contract with Core Scientific Inc. ("CSI"). McCarthy's address in Texas is 12001 North Central Expressway, Suite 400, Dallas, Texas 75243. McCarthy has performed the construction contract with CSI in Denton, Denton County, Texas. A copy of the contract is attached to his Affidavit as Exhibit 1 and is incorporated by reference for all purposes.

2. Beginning in December 2021, and continuing through the date of this Affidavit, McCarthy has furnished materials and labor to improve the leasehold estate described below.

3. The owner of the leasehold estate on which I furnished materials and labor is CSI. The owner's address is 106 East 6th Street, Suite 900-145, Austin, Texas 78701. The leasehold estate on which I furnished is more particularly described as follows:

Site One

BEING a 19.064 acre tract of land situated in the Moses H. Davis Survey, Abstract No. 377, City of Denton, Denton County, Texas, being part of a called 340.469 acre tract of land described in a Deed to the City of Denton, a Texas home-rule municipal corporation, as recorded in Document No. 2016-143882 of the Official Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for an interior Southwest corner of the above cited 340.469 acre tract and the Northwest corner of a called 116.154 acre tract of land described in a Deed to the Mark Hicks Investments, LLC, as recorded in Document No. 2021-8595 of the Official Records of Denton County, Texas, from which a 1/2 inch iron rod with cap stamped "Vannoy 563- 710I" found for an interior ell corner of said 340.469 acre tract, same being the Northeast corner of a called 152

acre tract of land described in a Deed to Walter B. (Bud) Wolf, as recorded in Volume 533, Page 541 of the Deed Records of Denton County, Texas bears North $00^{\circ}26'46''$ East, a distance of 599.88 feet;

THENCE South $89^{\circ}50'49''$ East along the South line of said 340.469 acre tract and North line of said 116.154 acre tract, for a distance of 506.72 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the POINT OF BEGINNING of the herein described tract;

THENCE North $01^{\circ}31'40''$ West departing the South line of said 340.469 acre tract and the North line of said 116.154 acre tract, for a distance of 608.71 feet to a 5/8 inch iron rod with cap stamped "TNP" set;

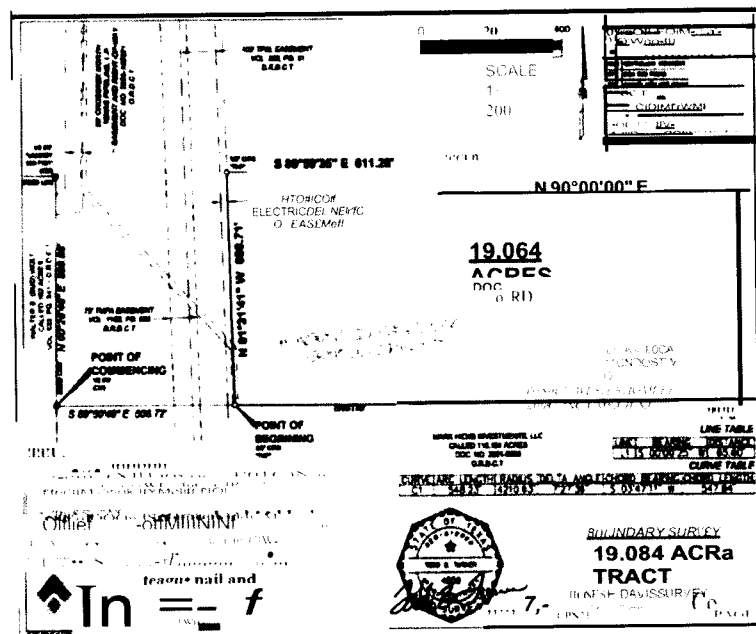
THENCE South $89^{\circ}59'35''$ East for a distance of 611.28 feet to an "X" cut set in concrete;

THENCE South $00^{\circ}00'25''$ West for a distance of 65.60 feet to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE North $90^{\circ}00'00''$ East for a distance of 872.65 feet to a 5/8 inch iron rod with cap stamped "TNP" set at the beginning of a non-tangent curve to the left;

THENCE in a Southern direction, along said non-tangent curve to the left having a central angle of $07^{\circ}27'36''$, a radius of 4210.63 feet, a chord bearing of South $03^{\circ}47'11''$ West, a chord distance of 547.84 feet and an arc length of 548.23 feet to a 5/8 inch iron rod with cap stamped "TNP" set in the South line of said 340.469 acre tract and the North line of said 116.154 acre tract, from which a 1/2 inch iron rod with cap stamped "Vannoy 563-710 I" found for the Northeast corner of said 116.154 acre tract and an interior ell corner of said 340.469 acre tract bears South $89^{\circ}50'49''$ East, a distance of 420.07 feet;

THENCE North $89^{\circ}50'49''$ West along the South line of said 340.469 acre tract and the North line of said 116.154 acre tract, for a distance of 1431.52 feet to the POINT OF BEGINNING, and containing 19.064 acres of land, more or less.



Site Two

BEING an 11.256 acre tract of land situated in the Moses H. Davis Survey, Abstract No. 377 and the Johnson, Green, Myers and Brummett Survey, Abstract No. 1699, City of Denton, Denton County, Texas, being part of a called 340.469 acre tract of land described in a Deed to the City of Denton, a Texas home-rule municipal corporation, as recorded in Document No. 2016- 143882 of the Official Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found for the Southwest corner of Lot 1, Block 1 of Krum Tap Electrical Switch Station, per Plat recorded in Document No. 2010-3 of the Plat Records of Denton County, Texas;

THENCE North 89°39'01" East along the South line of said Lot I, for a distance of 21.24 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the POINT OF BEGINNING of the herein described tract:

THENCE North 89°39'01" East continuing along the South line of said Lot 1, passing a 5/8 inch iron rod found for the Southeast corner of same at a distance of 658.12 feet, and continuing for a total distance of 806.50 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE South 67°31'07" East, for a distance of 85.93 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE South 75°20'51" East, for a distance of 150.68 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE South $56^{\circ}48'38''$ East, for a distance of 80.84 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE South $21^{\circ}23'05''$ East, for a distance of 76.31 to a 5/8 inch iron rod with cap stamped "TNP" set;

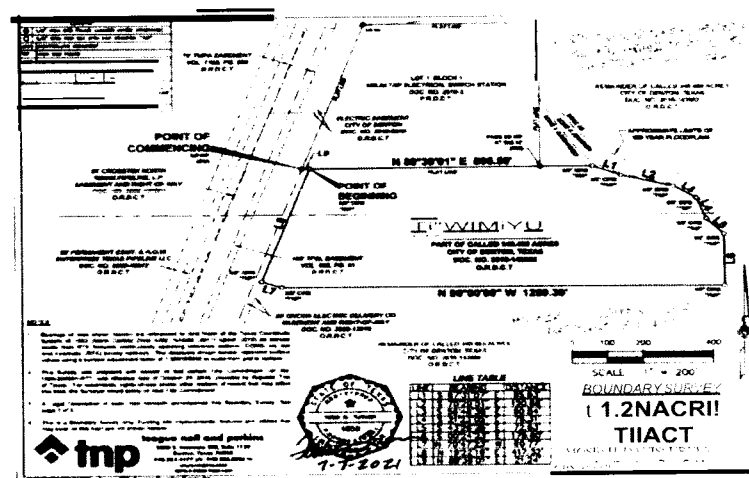
THENCE South $43^{\circ}26'26''$ East, for a distance of 72.63 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE South $00^{\circ}24'23''$ East, for a distance of 179.60 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE North $90^{\circ}00'00''$ West, for a distance of 1259.39 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE North $70^{\circ}47'23''$ West, for a distance of 60.77 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE North $19^{\circ}22'19''$ East, for a distance of 417.32 to the POINT OF BEGINNING, and containing 11.256 acres of land, more or less.



4. Pursuant to a contract with CSI for construction of four buildings for use as high efficiency data centers for the mining of crypto currency, McCarthy furnished material and labor to CSI on its leasehold estate.

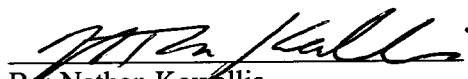
5. Under Section 53.054 of the Texas Property Code, I make this sworn affidavit for the purpose of perfecting a lien on the leasehold estate, including buildings, fixtures, machinery, and improvements owned by the City of Denton, to secure the amount of my claim as described below. After allowing all just credits, offsets, and payments, the amount of \$17,052,583.65 remains unpaid and is due and owing to McCarthy, and McCarthy claims a lien on the above-

described property and all improvements, including all removable improvements constructed or installed by Claimant thereon under the provisions of Texas Property Code §53.001 et seq. to secure payment of said amount including, but not limited to, the property shown on the attached Exhibit 3. The pay applications in support of the amount owed are attached as Exhibit 2 and are incorporated herein for all purposes.

The facts stated herein are within my personal knowledge and are true and correct.

Dated: November 14, 2022

MCCARTHY BUILDING COMPANIES INC.



By: Nathan Kowallis
Its: Senior Vice President

SWORN TO AND SUBSCRIBED before me on this 14 day of **November**, 2022.



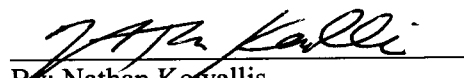
Notary Public, State of Texas

My Commission Expires: 11-25-2025

Certificate of Delivery

I, Nathan Kowallis, Senior Vice President of McCarthy Building Companies Inc., certify that on November __, 2022, I delivered a true and correct copy of the above instrument to CSI at 106 East 6th Street, Suite 900-145, Austin, Texas 78701 by certified mail, postage prepaid, return receipt requested.

MCCARTHY BUILDING COMPANIES INC.



By: Nathan Kowallis
Its: Senior Vice President

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36



AIA Document A102™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 17th day of November, 2021.
(In words, indicate day, month and year.)

DS
WA

DS
NK

BETWEEN the Owner:
(Name, legal status, address and other information)

Core Scientific, Inc.
106 E 6th Street Suite 900-145
Austin, TX 78701

and the Contractor:
(Name, legal status, address and other information)

McCarthy Building Companies, Inc.
12001 N. Central Expwy, Suite 400
Dallas, TX 75243

for the following Project:
(Name, location and detailed description)

Core Scientific Denton Data Center
8151 Jim Christal Rd
Denton, TX 76207

The Architect:
(Name, legal status, address and other information)
MJDII Architects, Inc.
16775 Addison Road, Suite 310
Addison, Texas 75001

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

AIA Document A102™ – 2017. Copyright © 1920, 1925, 1951, 1958, 1961, 1983, 1987, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:21 CT on 11/17/2021 under Order No.8608925821 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(728125744)

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	RELATIONSHIP OF THE PARTIES
4	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
5	CONTRACT SUM
6	CHANGES IN THE WORK
7	COSTS TO BE REIMBURSED
8	COSTS NOT TO BE REIMBURSED
9	DISCOUNTS, REBATES AND REFUNDS
10	SUBCONTRACTS AND OTHER AGREEMENTS
11	ACCOUNTING RECORDS
12	PAYMENTS
13	DISPUTE RESOLUTION
14	TERMINATION OR SUSPENSION
15	MISCELLANEOUS PROVISIONS
16	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A	INSURANCE AND BONDS
EXHIBIT B	PRECONSTRUCTION PHASE
EXHIBIT C	GMP AMENDMENT
EXHIBIT D	ESCROW AGREEMENT
EXHIBIT E	PAYMENT BOND

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Init.

AIA Document A102™ – 2017. Copyright © 1920, 1925, 1951, 1958, 1981, 1983, 1987, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:21 CT on 11/17/2021 under Order No.9606925821 which expires on 07/11/2022. is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (726125744)

2

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The date of commencement of the Work shall mean the date of the commencement of Construction Phase, but no sooner than seven (7) days after receipt of the building permit and proof of funding, as provided herein. The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties but in no event sooner than seven (7) days after receipt of the building permit and funding of the escrow account and procurement of the payment bond as required pursuant to Section 2.2 of the A201-2017, General Conditions. The written agreement shall set forth a description of the Work to be performed by the Contractor, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion**§ 4.3.1**

(Paragraphs deleted)

RESERVED

§ 4.3.2

(Paragraphs deleted)

Substantial Completion dates for each building will be established in the GMP Amendment.

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in the GMP Amendment, liquidated damages, if any, shall be assessed as set forth in the GMP Amendment.

ARTICLE 5 CONTRACT SUM

§ 5.1 In addition to the Preconstruction Fee set out in Exhibit B, the Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(Paragraph deleted)

in addition to the cost of the Work. Additionally, there will be a 1% Management Fee, as a portion of the cost of the Work, for the Contractor's management of the Work. The Owner will provide the Contractor with invoices to substantiate the value of such management and materials.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

Init.

AIA Document A102™ - 2017. Copyright © 1920, 1925, 1951, 1958, 1961, 1963, 1967, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:21 CT on 11/17/2021 under Order No. 9606926621 which expires on 07/11/2022. is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
 User Notes: (728125744)

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

Cost of the Work plus 4.25% Contractor's Fee in addition to a 1% Management Fee for Owner purchased, Contractor installed equipment and materials.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Work Performed by Subcontractor's Own Forces:

15% of the cost for field and home office overhead and profit

Work Performed by sub-subcontractor(s):

5% of the cost for field and home office overhead and profit

§ 5.1.4 Rental rates for Contractor owned equipment, if any: Refer to Exhibit [].

§ 5.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Row deleted)

N/A

Unit prices, if any: Refer to Exhibit []

§ 5.1.6 Liquidated

(Paragraphs deleted)

damages will be \$500 per tech building or building, per day beyond each Substantial Completion date established in the mutually agreed schedule.

§ 5.1.7 Other: A completion incentive will be established in the GMP Amendment as follows: A total of \$800,000 in completion incentives comprised of: 1) \$100,000 per building (exclusive of tech buildings); and 2) \$50,000 per tech building to be paid to the Contractor in accordance with the payment terms of Article 12.1.3 of this Agreement upon timely completion of each building or tech building, as the case may be, per the mutually agreeable project schedule.

(Paragraph deleted)

5.1.8 In the event that the final Cost of the Work, plus the Contractor's Fee, is less than the Guaranteed Maximum Price as amended by Change Orders, 50% of the resulting savings will be paid to the Contractor as an additional incentive fee for efficient performance.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 See Exhibits B and C.

§ 5.2.1.1 The Guaranteed Maximum Price will include a contracting contingency for unanticipated Cost of the Work resulting from local market, labor and material conditions; bidder and Subcontractor defaults that are not covered by required insurance or bonds; errors, fault, or negligence of Contractor; interfacing omissions between and from the various work categories; and general conditions costs in excess of the estimate.

§ 5.2.1.2 In the event that the final cost of the Work, as set forth in Article 7, plus the Contractor's Fee, as set forth in Article 5, is less than the Guaranteed Maximum Price as amended by Change Orders, 50% of the resulting savings will be paid to the Contractor as an additional incentive fee for efficient performance.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price: To be included in the GMP Amendment, if required.

Item

Price

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Int.

AIA Document A102™ – 2017. Copyright © 1920, 1925, 1951, 1958, 1961, 1963, 1967, 1974, 1978, 1987, 1987, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:21 CT on 11/17/2021 under Order No. 9606925621 which expires on 07/11/2022. Is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (728125744)

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

Item	Price	Conditions for Acceptance
N/A		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)
Refer to Exhibit [C] for Allowances.

Item	Price
------	-------

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

Refer to Exhibit [C] for Assumptions.

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7. "Cost" shall be defined as the Contractor's rate as provided in this Agreement. Where no rate is stated, "Cost(s)" shall be the actual price paid by the Contractor.

§ 7.1.2 Not Used.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Rates as listed in the GMP amendment, for construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Rates as listed on Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Payments for Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

§ 7.2.3 Payments for Contractor's supervisory or administrative personnel engaged at the main office, factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Rates as listed in the GMP amendment.

§ 7.2.4 Not Used.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments to be made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, fuel lubricants, minor repairs and replacements, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. Approved rates will be included in the GMP amendment.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

Init.

/

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Insurance for Contractor and contractor default insurance shall be in accordance with the rates established in the GMP amendment; applicable deductibles for Builders' Risk insurance; and performance and payment bond premiums for Contractor, and its subcontractors and suppliers that can be directly attributed to this Contract.

§ 7.6.1.1 Rates for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Rates for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment services and computerized scheduling software related to the Work in accordance with the GMP amendment.

(Paragraph deleted)

§ 7.6.7 Jobsite office support items including field office, vehicles, office furnishings, calculators, supplies and similar type items, reproduction costs, costs of facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone and mobile phone services, data lines, internet and associated charges at the site, radio/communications systems and equipment reproducible interference background drawings, storage of records and reasonable petty cash expenses in connection with the Project.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or material failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees and consultants' costs, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

Int.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, including attending training and company seminars.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.1.1 Cost of the Safety, Quality and Substance Abuse Programs.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in the Contract Documents.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Article 7 shall be included in the Cost of the Work notwithstanding any provision of the other Contract Documents which may require the Contractor to pay such costs, unless such costs are specifically excluded in Article 8.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or officer of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- 1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- 2 Not Used;
- 3 Expenses of the Contractor's principal office and offices other than the site office;
- 4 Overhead and general expenses, except as may be expressly included in Article 7;
- 5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work, except as specifically provided herein;
- 6 Except as provided in Section 5.2.1.1 and 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contractor by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- 7 Any cost not specifically and expressly described in Article 7; and
- 8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts

Init.

received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. However, if a Guaranteed Maximum Price has been established, the Owner may not prohibit the Contractor from obtaining bids from others. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall open them in the presence of the Owner, if so desired by the Owner. The Contractor shall review the bids and recommend to the Owner which bids will be accepted. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection. The Contractor reserves the right to perform the General Work (excavation, concrete, reinforcing steel, miscellaneous steel, structural steel, carpentry) with its own forces.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without unreasonable reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The composition of any stipulated rates shall not be subject to audit.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 The Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents. All payments under this Article 12 or any other provision of the Contract Documents shall be made in U.S. Dollars.

§ 12.1.2 The periods covered by each Application for Payment shall be either: 1) the first day through the fifteenth day of the month; or 2) the sixteenth day through the last day of the month.

§ 12.1.3 The Owner shall pay Contractor within fifteen (15) calendar days after the Owner receives an Application for Payment. If the Owner fails to make timely payment, Contractor may stop the Work in accordance with Article 9.7 of the A201-2017, General Conditions.

Int.

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

§ 12.1.4 With each Application for Payment, the Contractor shall submit itemized job cost records to demonstrate the Cost of the work incurred through the prior Application for Payment period.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Owner.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 12.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

Init.

AIA Document A102™ – 2017. Copyright © 1920, 1925, 1951, 1956, 1961, 1963, 1967, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:21 CT on 11/17/2021 under Order No. 9606825621 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(728125744)

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph deleted)

10%, which shall be deposited in an escrow account as provided by Section 2.2 of the A201-2017, General Conditions.

§ 12.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Contractor's General Conditions, Insurances and Fees are not subject to retainage.

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

N/A

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

Init.

AIA Document A102™ – 2017. Copyright © 1920, 1925, 1951, 1958, 1981, 1983, 1987, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:21 CT on 11/17/2021 under Order No. 9606925621 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notice: (728125744)

11

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in the Contract Documents. The time periods stated in this Section 12.2.2 supersede those stated in the Contract Documents. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Contractor within 15 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 15-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 15 days from Owner's receipt of Contractor's final pay application.

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Two percent % 2% per annum above the current prime rate as established by US Bank

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Init.

AIA Document A102™ - 2017. Copyright © 1920, 1925, 1961, 1968, 1981, 1983, 1987, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:21 CT on 11/17/2021 under Order No. 9608925621 which expires on 07/11/2022. It is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (728125744)

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

☐ Arbitration pursuant to Section 15 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in the Contract Documents.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in the Contract Documents, the amount, if any, to be paid to the Contractor under the Contract Documents shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed

(*Paragraphs deleted*)

the amount Contractor would be entitled to receive under the Contract Documents.

§ 14.1.2.2 Not Used.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(*Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.*)

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative, who shall be fully acquainted with the Project and has authority to issue and approve Project Construction Budgets, issue and approve Change Orders, render decisions promptly and furnish information expeditiously:

(*Name, address, email address and other information*)

Kelsey Gallagher

kgallagher@corescientific.com
(619) 954-9556

init.

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

Jeff Wagner
 12001 N. Central Expwy Suite 400
 Dallas, TX 75243
 jwagner@mccarthy.com
 (214)405-0179

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™-2017 Exhibit A, and elsewhere in the Contract Documents. The Owner shall furnish a payment bond in the amount of Five Million U.S. Dollars (\$5,000,000 USD) on the form attached hereto as Exhibit E, in accordance with the requirements of Section 11.2.4 of the AIA A201-2017.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 15.7 Other provisions:

§ 15.7.1 RESERVED.

§ 15.7.2 RESERVED.

§ 15.7.3 The Owner shall allow the use of portions of the new heating, cooling, or ventilation systems to provide temporary heat, cooling or ventilation prior to Substantial Completion. Any systems so used shall be provided with temporary filters, and new filters installed prior to acceptance.

§ 15.7.4 To the fullest extent permitted by law, the Owner shall indemnify the Contractor from and against any and all claims, damages and expenses, including, without limitation, attorneys' fees arising out of death or injury of any person or damage to the property of any person, including the property of the Owner or its other contractor(s), caused by breach or negligence (including Contractor's) relating to the use by the Owner or its other contractor(s) of any vehicle or equipment of the Contractor. This Section 15.7.4 shall only pertain to use of any vehicle or equipment of the Contractor by the Owner or its other contractor(s), and shall not negate Contractor's indemnification obligations for its negligent acts or omissions, as set out more fully in Section 3.18 of the A201-2017, General Conditions.

§ 15.7.5 The Owner shall pay for all approvals, foundations and building permits, easements, development fees, environmental impact fees, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 15.7.6 The Contractor will be furnished without charge all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

Init.

DocuSign Envelope ID: 5AEBCD06-4247-48A2-B596-49CE8D03CB36

§ 15.7.7 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, the Owner shall give prompt written notice thereof to the Contractor.

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

- .8 Other Exhibits:

(Check all boxes that apply.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

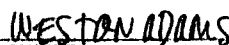
Init.

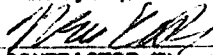
DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit B, Preconstruction Phase
Exhibit C, GMP Amendment
Exhibit D, Escrow Agreement
Exhibit E, Payment Bond

This Agreement entered into as of the day and year first written above.

DocuSigned by:

OWNER (Signature)
WESTON ADAMS EVP Construction
(Printed name and title)

DocuSigned by:

CONTRACTOR (Signature)
Nathan Kowallis Sr. Vice President
(Printed name and title)

Int'l

AIA Document A201 – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Core Scientific Denton Data Center
8151 Jim Christal Rd
Denton, TX 76207

THE OWNER:

(Name, legal status and address)

Core Scientific, Inc
106 E 6th Street Suite 900-145
Austin, TX 78701

THE ARCHITECT:

(Name, legal status and address)

MJDII Architects, Inc.
16775 Addison Road, Suite 310
Addison, Texas 75001

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

IntL

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1968, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:35 CT on 11/17/2021 under Order No. 8606925621 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(728782714)

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1961, 1988, 1981, 1983, 1988, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:09:35 CT on 11/17/2021 under Order No.8606925621 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(728782714)

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work9.6.6, 9.9.3, **12.3****Acceptance of Work**9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3****Access to Work****3.16**, 6.2.1, **12.1****Accident Prevention****10****Acts and Omissions**

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing9.4.2, 9.8.3, 12.2.1, **13.4****Additional Time, Claims for**3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6****Administration of the Contract**

3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances**3.8****Applications for Payment**4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10**Approvals**

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration8.3.1, 15.3.2, **15.4****ARCHITECT****4****Architect, Definition of****4.1.1****Architect, Extent of Authority**

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work**5.2****Basic Definitions****1.1****Bidding Requirements**

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5

Building Information Models Use and Reliance**1.8****Building Permit**

3.7.1

Capitalization**1.3****Certificate of Substantial Completion**

9.8.3, 9.8.4, 9.8.5

Init.

/

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4**Certificates of Insurance**
9.10.2**Change Orders**

1.1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of
7.2.1**CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of
15.1.1Claims, Notice of
1.6.2, 15.1.3**CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims
15.4.1**Claims for Additional Cost**

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for
3.7.4**Claims for Damages**

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1**Cleaning Up**

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of
8.1.2**Communications**

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND
9**Completion, Substantial**

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1**Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3**Contract Documents, Definition of**
1.1.1**Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

init.

/

Contractor's Employees
 2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
 11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
 3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
 1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
 3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
 3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
 3.2
Contractor's Right to Stop the Work
 2.2.2, 9.7
Contractor's Right to Terminate the Contract
 14.1
Contractor's Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
 3.9, 10.2.6
Contractor's Supervision and Construction Procedures
 1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
 1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
 1.5, 2.3.6, 3.11
Copyrights
 1.5, 3.17
Correction of Work
 2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
 1.2
Cost, Definition of
 7.3.4
Costs
 2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
 3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
 3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
 3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
 3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
 6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
 8.1.2
Date of Substantial Completion, Definition of
 8.1.3
Day, Definition of
 8.1.4
Decisions of the Architect
 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
 9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
 2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
 1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
 3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
 1.7
Disputes
 6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
 3.11
Drawings, Definition of
 1.1.5
Drawings and Specifications, Use and Ownership of
 3.11
Effective Date of Insurance
 8.2.2
Emergencies
 10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Ink.

/

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.1.7, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,
15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

Ink.

/

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

MISCELLANEOUS PROVISIONS**13****Modifications, Definition of****1.1.1****Modifications to the Contract**

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility**6.2****Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER**2****Owner, Definition of****2.1.1****Owner, Evidence of Financial Arrangements**

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance**11.2****Owner's Relationship with Subcontractors**

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up**6.3****Owner's Right to Perform Construction and to Award Separate Contracts****6.1****Owner's Right to Stop the Work****2.4****Owner's Right to Suspend the Work**

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and**3.14, 6.2.5****Patents**

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.2.4

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION**9****Payments to Subcontractors**

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.2.4

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF**10****Polychlorinated Biphenyl**

10.3.1

Product Data, Definition of**3.12.2****Product Data and Samples, Shop Drawings**

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

init.

AIA Document A201®—2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1961, 1968, 1981, 1983, 1988, 1970, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201" and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:09:35 CT on 11/17/2021 under Order No.9606925621 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org

User Notes:

(728782714)

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

Project, Definition of**1.1.4****Project Representatives****4.2.10****Property Insurance****10.2.5, 11.2****Proposal Requirements****1.1.1****PROTECTION OF PERSONS AND PROPERTY**
10**Regulations and Laws**1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4**Rejection of Work****4.2.6, 12.2.1****Releases and Waivers of Liens****9.3.1, 9.10.2****Representations**

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field**Conditions by Contractor**

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples
by Contractor**3.12****Rights and Remedies**1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.13.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4**Royalties, Patents and Copyrights****3.17****Rules and Notices for Arbitration****15.4.1****Safety of Persons and Property****10.2, 10.4****Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of**3.12.3****Samples, Shop Drawings, Product Data and**

3.11, 3.12, 4.2.7

Samples at the Site, Documents and**3.11****Schedule of Values****9.2, 9.3.1****Schedules, Construction**

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of**6.1.1****Shop Drawings, Definition of****3.12.1****Shop Drawings, Product Data and Samples**

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of**1.1.6****Specifications**

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of**5.1.1****SUBCONTRACTORS****5****Subcontractors, Work by**1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7**Subcontractual Relations**

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3**Submittal Schedule**

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3

Substances, Hazardous**10.3****Substantial Completion**4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
15.1.2**Substantial Completion, Definition of****9.8.1****Substitution of Subcontractors**

5.2.3, 5.2.4

Substitution of Architect**2.3.3****Substitutions of Materials**

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of**5.1.2**

Inlt.

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

Init.

ARTICLE 1 GENERAL PROVISIONS**§ 1.1 Basic Definitions****§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Init.

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 If any provision of the Contract Documents conflicts with or is inconsistent with any other, the documents shall govern in the following order: Modifications to the Agreement; the Agreement; Supplementary and Other Conditions; General Conditions; Specifications; and Drawings. The Parties acknowledge and agree that the order of precedence established under this Section 1.2.4 shall pertain only to the Contract Documents and shall not be construed to override or negate the governing law established under Section 13.1 of these General Conditions.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Where the Contract Documents require one party to notify or give notice to the other party, including Section 15.1.3, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Not Used.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use a Building Information Modeling and Digital Data Exhibit, as mutually agreed by the parties to establish the protocols for the development, use, transmission, and exchange of digital data.

Init.

AIA Document A201® - 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:09:35 CT on 11/17/2021 under Order No. 9608925621 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (728782714)

11

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in an exhibit to this Agreement, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER**§ 2.1 General**

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, the Owner shall establish an escrow account and deposit funds therein in the amount of Two Million U.S. Dollars (\$2,000,000 USD). The purpose of the account shall be to secure the Owner's obligations under the Contract. The Owner shall thereafter continue to deposit into the escrow account a minimum of One Million U.S. Dollars (\$1,000,000 USD) per month over a period of three months from the effective date of the Agreement, until the escrow account has reached a balance of Five Million U.S. Dollars (\$5,000,000 USD) in addition to retainage as provided by Section 2.2.2 below. The Owner shall be fully responsible for the timely payment of all fees assessed by the bank acting as an intermediary in relation to the escrow account. The Contractor shall have no obligation to commence the Work until: 1) an escrow agreement has been entered between the Contractor, the Owner, and a mutually agreeable intermediary bank ("Intermediary") substantially in the form attached to the A102-2017 Agreement as Exhibit D; 2) the Owner has established and funded the escrow account (the "Escrow Account") pursuant to such agreement and the Contract Documents; and a Bond has been furnished in accordance with Section 11.2.4 of this Agreement. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work, unless mutually agreed otherwise in writing based on projected billing, the Owner shall continue to maintain the amounts set out in Section 2.2.1 in the Escrow Account at all times and shall additionally deposit and maintain all outstanding retainage in the Escrow Account. Upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract if (1) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (2) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within seven days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. The Contractor may also stop the Work immediately and without notice if (1) any payment is more than seven (7) days past due; (2) the Escrow Account balance is reduced without the written consent of the Contractor; or (3) the Owner fails to procure the Bond required by Section 11.2.4 of this Agreement, or the Bond is terminated, revoked, or lapses without Contractor's written permission. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court

Init.

or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may, after Contractor's receipt of a seven (7) day notice and failure of Contractor to cure, issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express

Init.

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 Not Used.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information to the Architect.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof, except as stated below, and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences, or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

Init.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for,

init.

performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor knowingly encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 Not Used.

§ 3.9.3 Not Used.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

Init.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT**§ 4.1 General**

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

Init.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in Work or in the activities of the Owner while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2 then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 7 days after written request is made for them, unless a shorter time is reasonably required and requested in writing.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

Init.

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the request for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect has reasonable objection to any such proposed person or entity. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will

Init.

be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with and the Owner shall cause any Separate Contractors to participate in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall

Intt.

constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may, after reasonable notice, clean up and the Architect will reasonably allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

Init.

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim reasonable determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without

Init.

prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

Init.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be

Int.

made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor or covered by insurance or basis of a change order;
3. failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a Separate Contractor not covered by insurance;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 Not Used.

§ 9.6 Progress Payments

§ 9.6.1 The Owner shall make payment in the manner and within the time provided in the Contract Documents, including but not limited to the terms agreed to in A102 Section 12.

§ 9.6.2 The Contractor shall pay each Subcontractor within seven (7) days after receipt of payment from the Owner out of the amount paid to Contractor on account of Subcontractor's portion of the Work, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require

Init.

money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, including but not limited to Article 12 of the A102, General Conditions, then the Contractor may in its sole discretion stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion. As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted as provided in the Contract Documents for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner shall be responsible for insurance and Contractor have otherwise accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract

Init

Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid, will be paid upon receipt of final payment, or will be otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

1. liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents;
3. terms of special warranties required by the Contract Documents; or
4. audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

Init.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 to the extent caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances brought to the site by Contractor. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), is encountered on the site by the Contractor,

Init.

the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. This Section 10.3.3 shall only pertain to areas affected by such pre-existing hazardous materials and substances, and shall not negate Contractor's indemnification obligations for its negligent acts or omissions, as set out more fully in Section 3.18 of these General Conditions.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. Unless required by the Contract Documents, Contractor shall not be required to perform without its consent any Work relating to hazardous materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, provided Contractor fails to remediate the hazardous material or substance after receiving notice from the Owner.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

Int.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 The insurance required by Section 11.1.1 herein will be satisfied by a Contractor controlled insurance program (commonly called a "CCIP") where Contractor obtains a single insurance program to cover the Contractor and its Subcontractors of every tier.

§ 11.2 Owner's Insurance and Payment Bond

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.2.4 **Payment Bond.** The Owner shall furnish, at Owner's cost, a labor and material payment bond ("Bond") written in favor of Contractor in the amount of Five Million U.S. Dollars (\$5,000,000 USD). The Bond is to be executed by a surety company authorized to execute such Bond in the State Texas, which: 1) is on the Department of Treasury's Listing of Approved Sureties, Department Circular 570 ("Treasury List"); 2) has an A.M. Best rating of A- or higher; and 3) is acceptable to Contractor. The furnished Bond shall require the attorney-in-fact who executes the Bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. In the event of a

Int.

claim under the Bond, Contractor shall be paid by the Surety, as and when incurred, all of Contractor's costs to enforce its rights under the Bond including, but not limited to, any support, administrative, legal and court costs. In the event that Owner's Surety ceases to fulfill its obligations, is removed from the Treasury List, loses its A.M. Best rating of A- or higher, is adjudged as bankrupt prior to the completion of this Agreement, or otherwise creates reasonable doubts about its ability to fulfill its commitments, Contractor may require Owner, at Owner's expense, to immediately furnish another bond for the amount provided in this Section 11.2.4, executed by a new surety company on the Treasury List, with an A.M. rating of A- or higher, and acceptable to Contractor.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by builder's risk or property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, subcontractors of any tier, and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the party procuring such insurance as fiduciary and made payable to the same party as fiduciary for the insureds, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The procuring party shall pay the other parties with an insurable interest their just shares of insurance proceeds received by the procuring party, and by appropriate agreements the other parties shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the procuring party shall notify the other parties with insurable interest in the insurance proceeds of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The other parties shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the other parties do not object, the procuring party shall settle the loss and the other parties shall be bound by the settlement and allocation. Upon receipt, the procuring party shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the procuring party does not terminate the Contract for convenience, the procuring party and other parties shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the other parties timely object to either the terms of the proposed settlement or the allocation of the proceeds, the procuring party may proceed to settle the insured loss, and any dispute between the procuring party and other parties arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the procuring party may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

init.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**§ 12.1 Uncovering of Work**

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense as part of the Contract Sum without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense as part of the Contract Sum.

§ 12.2 Correction of Work**§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear as part of the Contract Sum the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

Init.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS**§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or execution of the Contract by the parties, whichever first occurs or which are the Owner's responsibility under the Contract Documents, or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense and Contract Time adjusted accordingly.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense as part of the Contract Sum.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

Int.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1983, 1986, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, "A201" and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:35 CT on 11/17/2021 under Order No.9609926621 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(728782714)

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, or a material breach by the Owner that interferes with the Work or otherwise impedes the purpose of this Agreement, including, without limitation, the Owner's failure to timely pay the Contractor, and failure to cure by Owner within seven (7) days after notice of said breach, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Escrow Account, from the Surety that furnishes the Bond required by Section 11.2.4, and/or directly from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the

Init.

Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements

Init.

of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This Subparagraph 15.1.7 shall take precedence over any other provision of the Contract Documents which provides that the Contractor is responsible for expenses, costs or damages.

init.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

/init.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with its Construction Industry Mediation Procedures maintained by the American Arbitration Association in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate (if selected as the method for binding dispute resolution in the Agreement) and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Arbitration arising out of or relating to the Contract shall include, if requested by a party to such arbitration, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, Subcontractors, Suppliers, and Sub-subcontractors, and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate (if selected as the method for binding dispute resolution in the Agreement) and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof and Owner and Contractor agree to provide in any Agreements with their Architect, separate Contractors, Subcontractors, Suppliers and Sub-subcontractors appropriate language to effectuate this Agreement to arbitrate.

Int.

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

§ 15.4.4.2 Not Used.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Int.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1981, 1983, 1986, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:09:35 CT on 11/17/2021 under Order No.9606826621 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(728782714)

AIA Document A102[®] – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

A102 McCarthy Master Template

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements. Contractor shall have the right to review such policy or policies and request reasonable changes or enhancements. If the Owner is unable or unwilling to make the requested reasonable changes or enhancements, Contractor has the right to purchase additional coverage and the Contract Sum shall be adjusted accordingly.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201[™]-2017, General Conditions of the Contract for Construction. Article 11 of A201[™]-2017 contains additional insurance provisions.

Init.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property/Builder's Risk Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis, including coverage for CAT Perils (flood, named windstorm, earth movement and earthquake) to the total value of the Project. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for work in transit and work stored offsite and for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits shall be mutually agreeable between Owner and Contractor in light of the risk and exposures of the project.

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits shall be mutually agreeable between Owner and Contractor in light of the risk and exposures of the project.

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling or renovation of an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the

init.

existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner and Contractor for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

Init.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*
- ☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**§ A.3.1 General**

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability policy.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 04 13, CG 20 37 04 13, and, with respect to the Architect and the Architect's consultants, CG 20 32 04 13.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Four Million Dollars (\$4,000,000) general aggregate, and Four Million Dollars (\$4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

Int.

AIA Document A102™ – 2017 Exhibit A. Copyright © 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:33 CT on 11/17/2021 under Order No.9806625621 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (2002939190)

4

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured, to the extent available.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Five Million Dollars (\$5,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

(Paragraphs deleted)

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Init.

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Contractor shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

Contractor

- ☐ **§ A.3.3.2.4 NOT USED.**

- ☒ **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- ☒ **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

(Table deleted)

Additionally, Contractor may obtain Performance and Payment Security in the form of surety bonds or through Contractors Subcontractor Default Insurance program in an amount equal to 100% of applicable Subcontract amount plus change orders. Owner will reimburse Contractor for Subcontractor Performance and Payment Security in the amount of actual surety bond costs or Subcontract Default Insurance at a rate of 1.295% of Subcontract amount.

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

Init.

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

init.

/

AIA Document A102™ – 2017 Exhibit A. Copyright © 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 17:08:33 CT on 11/17/2021 under Order No.9606925621 which expires on 07/11/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (2002938190)

7

Exhibit B

Preconstruction Phase

ARTICLE 1 CONTRACTOR'S RESPONSIBILITIES

The Contractor's Preconstruction Phase responsibilities are set forth in this Exhibit B. The Owner and Contractor may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 1.1 Preconstruction Phase

§ 1.1.1 Extent of Responsibility

The Contractor shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Contractor. The Contractor, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Contractor is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. In its review of the Drawings and Specifications and in making any recommendations regarding the Project, the Contractor does not assume any responsibility for design errors, omissions or inconsistencies.

§ 1.1.2 The Contractor shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 1.1.3 Consultation

§ 1.1.3.1 The Contractor shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 1.1.3.2 The Contractor shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Contractor shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Contractor shall consult with the Architect regarding professional services to be provided by the Contractor during the Construction Phase.

§ 1.1.3.3 The Contractor shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.1.4 Project Schedule

When Project requirements in Section 2.1.1 of this Exhibit B have been sufficiently identified, the Contractor shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Contractor shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Contractor's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 1.1.5 Phased Construction

The Contractor, in consultation with the Owner and Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Contractor shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 1.1.6 Cost Estimates

§ 1.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Contractor shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Contractor suggests alternative materials and systems, the Contractor shall provide cost evaluations of those alternative materials and systems.

§ 1.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Contractor shall prepare and update, at appropriate intervals agreed to by the Owner, Contractor and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Contractor shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Contractor agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Contractor shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 1.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Contractor's cost estimates and the Architect's cost estimates, the Contractor and the Architect shall work together to reconcile the cost estimates.

§ 1.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Contractor shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 1.1.8 The Contractor shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 1.1.9 The Contractor shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 1.1.10 Subcontractors and Suppliers

§ 1.1.10.1 The Contractor shall develop bidders' interest in the Project.

§ 1.1.10.2 The processes described in Article 10 of the Agreement shall apply if bid packages will be issued during the Preconstruction Phase.

§ 1.1.11 Procurement

The Contractor shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered for the Contractor's use in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction.

§ 1.1.12 Compliance with Laws

The Contractor shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 1.1.13 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Contractor, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 1.2 Guaranteed Maximum Price Proposal

§ 1.2.1 At a time to be mutually agreed upon by the Owner and the Contractor, the Contractor shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Contractor's estimate of the Cost of the Work, the Contractor's contingency described in Section 5.2.1.1 of the Agreement, and the Contractor's Fee described in Section 5.1.1 of the Agreement.

§ 1.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 1.2.3 The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the exclusions, clarifications and assumptions made by the Contractor in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 1.2.2 of this Exhibit B;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Contractor's contingency set forth in Section 5.2.1.1 of the Agreement; the Contractor's Fee; and a statement describing any portions of the Work to be self-performed by the Contractor on a lump sum or cost plus fee basis;
- .4 The anticipated date(s) of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 1.2.4 The Contractor shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 1.2.5 If the Owner notifies the Contractor that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Contractor. Following acceptance of a Guaranteed Maximum Price, the Owner and Contractor shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 1.2.6 The Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 1.2.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 1.2.8 The Contractor shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 1.3 Initial Information

§ 1.3.1 The Owner and Contractor may rely on initial information provided by the parties in entering the Agreement. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Contractor shall appropriately adjust the Project schedule, the Contractor's services, and the Contractor's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 2.1 Compensation

§ 2.1.1 For the Contractor's Preconstruction Phase services described in this Exhibit B, the Owner shall compensate the Contractor as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A lump sum Preconstruction Fee of Seventy Thousand Dollars (\$70,000).

~~The Preconstruction Fee will be invoiced to Owner monthly over three (3) months beginning at execution of this Agreement.~~

Additionally, an allowance in the amount of Two Hundred Thousand Dollars (\$200,000) will be available to the Contractor for reimbursable all expenses incurred during the Preconstruction Phase for work approved or directed by the Owner, including but not limited to:

Expense	Estimated Value
SWPPP installation	\$10,000
Survey	\$5,000
Unloading of owner furnished materials and equipment	\$5,000
Site clearing and make ready work	\$30,000
Mobilization of and rental of trailers	\$10,000
Miscellaneous staff labor	\$20,000
Fee & Insurances	\$120,000

- SWPPP installation \$10,000
- Survey ~~\$5,000~~
- Unloading of owner furnished materials and equipment ~~\$5,000~~
- Site clearing and make ready work \$30,000
- Mobilization of and rental of trailers ~~\$10,000~~
- Miscellaneous staff labor \$20,000
- Temp power and water install \$10,000
- Precon fee \$70,000 (per 2.1.1 above)
- Fee & Insurances \$20,000 + \$100,000
- Builder's Risk (quote is \$84k per Brian based upon estimated GMP and OIT \$)

§ 2.1.2 The hourly billing rates for Preconstruction Phase services of the Contractor and the Contractor's Consultants and Subcontractors, if any, are set forth in Exhibit ~~C~~.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 2.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 2.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within three (3) ~~month~~ ~~this~~ ~~(30)~~ ~~(45)~~ months of the date of this Agreement, through no fault of the Contractor, or the Preconstruction Phase Services required have materially changed from the original Preconstruction Phase Services proposal, the Contractor's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 2.2 Payments

§ 2.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. No retainage will be held on payment for Preconstruction Phase Services.

§ 2.2.2 Payments are due and payable upon presentation of the Contractor's invoice. Amounts unpaid ~~« ten (10) »~~ ~~« 10-15 »~~ **« ten (10) »** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Contractor.
(Insert rate of monthly or annual interest agreed upon.)

~~« 2.0 » % « per annum above the current prime rate as established by U.S. Bank. »~~

§ 3.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 3.1.1 If the Owner and the Contractor do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate the Agreement upon not less than seven days' written notice to the Contractor, and the Contractor may terminate the Agreement, upon not less than seven days' written notice to the Owner.

§ 3.1.2 In the event of termination of the Agreement pursuant to Section 3.1.1 of this Exhibit B, the Contractor shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Contractor's compensation under this Section exceed the compensation set forth in Section 5.1 of the Agreement.

§ 3.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Contractor for the Owner's convenience and without cause, and the Contractor may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of the General Conditions.

§ 3.1.4 In the event of termination of this Agreement pursuant to Section 3.1.3 of this Exhibit B, the Contractor shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Contractor's compensation under this Section exceed the compensation set forth in Section 2.1 of this Exhibit B.

§ 3.1.5 If the Owner terminates the Contract pursuant to Section 3.1.3 of this Exhibit B after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Contractor an amount calculated as follows, which amount shall be in addition to any compensation paid to the Contractor under Section 3.1.4 of this Exhibit B:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 of the Agreement or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

.4 Add the termination costs and expenses incurred by the Contractor and Fee thereon.

§ 3.1.6 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 3.1.5.1 of this Exhibit B. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 3, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 3.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Contractor for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Contractor will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Contractor the costs necessarily incurred by the Contractor because of such termination.

CONTROLLED ACCOUNT AGREEMENT

This CONTROLLED ACCOUNT AGREEMENT ("Agreement") dated as of _____, 2021 is made by and among Core Scientific, Inc., having an address at _____ ("Core Scientific"), McCarthy Building Companies, Inc., with an address at 12001 N. Central Expressway, Suite 400, Dallas, TX 75243 ("McCarthy"), and [Insert name of Bank] _____ ("Intermediary").

WITNESSETH THAT:

WHEREAS, Intermediary maintains account number _____, titled "Core Scientific Controlled Account" for the deposit of monies to be held in accordance with this Agreement (the "Account" or "Controlled Account"); and

WHEREAS, Core Scientific has agreed to establish and maintain the Account to secure Core Scientific's obligations pursuant to that certain "AIA Document A102 – 2017 / Standard Form of Agreement Between Owner and Contractor," which agreement was entered into by and between Core Scientific and McCarthy as of _____, 2021 ("Contract Effective Date"), pursuant to which McCarthy has agreed to provide preconstruction and construction services in connection with the construction of a new data center and related improvements (the "Construction Contract"). Unless provided otherwise herein, all terms which have been defined in the Construction Contract shall have the same meaning in this Agreement;

WHEREAS, McCarthy and Core Scientific each desire to enter into this Agreement, in order, among other things, to secure Core Scientific's obligations under the Construction Contract; and

WHEREAS, the Intermediary is willing to serve as intermediary pursuant to, and subject to, the terms of this Agreement.

The parties hereby agree as follows:

1. Core Scientific hereby agrees to establish and maintain, for the benefit of McCarthy, the Account into which Core Scientific will first deposit funds in the amount of Two Million U.S. Dollars (\$2,000,000 USD). The Owner shall thereafter continue to deposit into the Account a minimum of One Million U.S. Dollars (\$1,000,000 USD) per month over a period of three months from the Contract Effective Date, until the escrow account has reached a balance of Five Million U.S. Dollars (\$5,000,000 USD) in addition to retainage as provided by Article 2 of this Agreement. All funds deposited in the Account shall be in the form of U.S. currency. Core Scientific shall be fully responsible for the timely payment of all fees assessed by Intermediary in relation to the Account.
2. McCarthy shall have no obligation to commence the Work, as defined in the Construction Contract, until Core Scientific has established and funded the Account in accordance with the Construction Contract and this Agreement. Following commencement of the Work, Core Scientific shall continue to maintain the amounts set out in Article 1 of this Agreement and shall additionally deposit and maintain all outstanding retainage in the Account. McCarthy shall keep Intermediary informed of the total retainage which should be deposited in the Account by providing the

- Intermediary with copies of all pay applications. Intermediary will inform McCarthy if Core Scientific fails at any time to properly deposit retainage in the Account or Core Scientific attempts to withdraw from the Account while this Agreement is in effect without the written consent of McCarthy.
3. The funds held by the Intermediary in the Account pursuant to this Agreement, and the interest earned thereon, shall be referred to collectively hereinafter as the "Controlled Funds." Intermediary acknowledges that it has no actual knowledge or notice of any restraint, security interest, lien encumbrance or other adverse claim in or to the Account or the Controlled Funds.
 4. McCarthy and Core Scientific agree that McCarthy may make demand for payment out of the Account in the event: 1) Core Scientific fails to make timely payment; or 2) retainage is due and owing to McCarthy. Funds shall thereupon be transferred from Intermediary to McCarthy in accordance with wiring instructions provided to Intermediary by McCarthy. Except as described in this paragraph, while this Agreement is in effect, no disbursement shall be made from the Account without the written consent of McCarthy. For the avoidance of doubt, the Account balance may be reduced below the Minimum Amount upon release and payment of all retainage to McCarthy.
 5. Notwithstanding any other provision hereof, Intermediary agrees that it shall permit withdrawals of funds from the Account only upon receipt of (i) written notice that Core Scientific has failed to pay amounts due under the Construction Contract or that retainage is due, executed by McCarthy in the form of a draw certificate attached as Exhibit A to this Agreement; (ii) other written instructions executed by both Core Scientific and McCarthy; (iii) a final and non-appealable order of a court of competent jurisdiction; or (iv) termination of this Agreement in accordance with Paragraph 6 below. Core Scientific and McCarthy agree that Intermediary shall not be liable to Core Scientific or McCarthy for any refusal by Intermediary to permit any such withdrawal except upon receipt of such prior written instructions or court order.
 6. Unless mutually agreed otherwise, this Agreement will terminate after final payment has been made by Core Scientific to McCarthy in accordance with Article 12.2 of the Construction Contract and all retainage has been released to McCarthy. Upon termination of this Agreement, Intermediary shall distribute all remaining funds in the Account to Core Scientific.
 7. Intermediary waives, releases and agrees not to assert, exercise or claim any lien, encumbrance, right (including setoff right) or other claim against the Account or any Controlled Funds except with respect to payment of customary fees with respect to the routine maintenance and operation of the Account if, in either case, Core Scientific fails to pay those fees and commissions within 10 days of receipt of an invoice thereto. Intermediary shall neither advance margin or other credit against the Account, nor hypothecate any financial assets carried in the Account, without the prior written consent of Core Scientific and McCarthy. Except as required by law, Intermediary shall not agree with any other person or entity that it will comply with any withdrawal, transfer, payment and redemption instruction, or any items therein, without the prior written consent of Core

Scientific and McCarthy and any such agreement entered into without such consent shall be null and void.

8. Anything to the contrary in this Agreement notwithstanding; (i) Intermediary shall have only the duties and responsibilities expressly set forth in writing herein and shall not be deemed to be a fiduciary for any party hereto; (ii) Intermediary shall be fully protected in acting in good faith on any written notice, instruction or request purportedly furnished to it provided it is executed by McCarthy and/or Core Scientific in accordance with the terms hereof, in which case the parties hereto agree that Intermediary has no duty to make any further inquiry whatsoever; (iii) Intermediary shall not be liable to any party hereto or any other person for any action or failure to act under or in connection with this Agreement except for its own negligence or willful misconduct (and, to the maximum extent permitted by law, shall under no circumstances be liable for indirect, special, punitive or consequential damages); and (iv) Core Scientific hereby indemnifies Intermediary for, and holds Intermediary harmless against, any loss, cost, liability or expense (including reasonable inside or outside counsel fees and disbursements) incurred or suffered by Intermediary arising out of or in connection with this Agreement or the Account, except as may result from Intermediary's willful misconduct or gross negligence.
9. All notices shall be in writing and sent to the parties hereto at their respective addresses set forth in the first paragraph of this Agreement (or to such other address as any such party shall designate in writing to the other parties from time to time). Core Scientific shall direct Intermediary to send, and Intermediary will send copies of all statements and confirmations for the Account simultaneously to Core Scientific and McCarthy.
10. This Agreement: (i) may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument; (ii) shall become effective when counterparts hereof have been signed by the parties hereto; and (iii) shall be governed by and construed in accordance with the laws of the State of Texas, which shall also be deemed to be the Intermediary's location.
11. Core Scientific and McCarthy agree that any disputes with respect to this Agreement shall be resolved in accordance with the dispute resolution provisions of the Construction Contract including 15 of the General Conditions thereof, which is incorporated by reference herein as if fully and completely set forth herein. Core Scientific and McCarthy agree that any action or proceeding brought against the Intermediary may be brought only in a Texas state court or United States Federal court sitting in Denton County, Texas.
12. Each reference herein to directions or instructions to be given to the Intermediary by Core Scientific shall, if given by any agents or assigns of Core Scientific, be deemed to be given by Core Scientific. Each reference herein to directions or instructions to be given to the Intermediary by McCarthy shall, if given by any agents or assigns of McCarthy, be deemed to be given by McCarthy.

DocuSign Envelope ID: 5AE8CD06-4247-48A2-B596-49CE8D03CB36

13. Intermediary may terminate this Agreement upon the sending of at least ninety (90) days' advance written notice to the other parties hereto. In the event of such termination, Core Scientific and McCarthy shall appoint a successor intermediary or escrow agent which shall be a national bank having capital, surplus and undivided profits of at least One Billion Dollars (\$1,000,000,000.00) and this Agreement shall be amended to accommodate any changes of language which such successor intermediary or escrow agent (or its counsel) may reasonably require. Any successor intermediary or escrow agent shall have all the rights, obligations and immunities which are provided herein. Any other termination or any amendment or waiver of this Agreement shall be effected solely by an instrument in writing executed by all parties hereto. In the event of such termination, Intermediary shall deliver the pledged collateral to the successor intermediary or escrow agent so appointed by Core Scientific and McCarthy as identified to the Intermediary by written notice executed by Core Scientific and McCarthy.
14. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Core Scientific, Inc.:

McCarthy Building Companies, Inc.:

By: _____

By: _____

Title: _____

Title: _____

[Insert name of Bank]:

By: _____

Title: _____

EXHIBIT A
DRAW CERTIFICATE

Controlled Account Agreement # _____

To: [insert Bank name]
[provide issuing Bank information]

I am a duly authorized representative of McCarthy Building Companies, Inc. ("McCarthy"), and party to the above referenced controlled account agreement. I am presenting this Draw Certificate to you in accordance with the Controlled Account Agreement ("Agreement") between McCarthy and Core Scientific, Inc. ("Core Scientific").

On behalf of McCarthy, I am requesting (full or partial) withdrawal from the controlled account in the amount of _____ (\$ _____) (the "Draw Request").

In accordance with the Construction Contract, I hereby certify to you, as follows:

- a) I am the _____ [title] of McCarthy and am authorized by McCarthy to act on behalf of the company for business purposes, including the submission of this Draw Certificate.
- b) The amount of the Draw Request set forth above is a true and accurate reflection of the amount McCarthy is entitled to withdraw under the Agreement for the reason indicated below:
 - ☐ Core Scientific is in default under the payment terms of the Construction Contract. The Draw Request is the aggregate amount of invoices that have been submitted to Core Scientific for payment, that have remained unpaid, and that are past due by a total of [XX] days as of the date of submission of this Draw Certificate.
 - ☐ According to the terms of the Construction Contract, McCarthy is currently entitled to payment of retainage in the amount stated above.

Submitted on the ___ day of _____, 20___ on behalf of McCarthy Building Companies, Inc.

By: _____

Name: _____

Title: _____

CORE SCIENTIFIC DENTON DATA CENTER

McCarthy Building Companies, Inc.
12001 North Central Expressway, Suite 400
Dallas, TX 75243

Project #: 002229.000

Project Name: Core Scientific Denton Data Center

Project Address: 8161 Jim Christal Road, Denton, TX

Project Invoice Summary & Supporting Documents Table of Contents:

Page 2: Billing & Payment Summary

Page 3: Invoice Summary

Page 4 - 57: Construction Progress Invoices

Page 58 - 146: Core Operation Invoices

BILLING & PAYMENT SUMMARY

Progress Payments:

Progress Payments Billed-To-Date:	\$ 69,082,780.10	
Progress Payments Paid-To-Date	<u>\$ (52,251,608.50)</u>	
Balance Due Progress Payments	\$ 16,831,171.60	\$ 16,831,171.60

Retainage Invoices:

Retainage Invoices Billed-To-Date:	\$ 5,143,098.21	
Retainage Invoices Paid-To-Date:	<u>\$ -</u>	
Balance Due Retainage Invoices:	\$ 5,143,098.21	\$ 5,143,098.21

Permit Invoices:

Permit Invoices Billed-To-Date:	\$ 460,158.19	
Permit Invoices Paid-To-Date:	<u>\$ (460,158.19)</u>	
Balance Due Permit Invoices:	\$ -	\$ -

Operation Invoices:

Operation Invoices Billed-To-Date:	\$ 133,222.84	
Operation Invoices Paid-To-Date	<u>\$ (54,909.00)</u>	
Balance Due Operation Invoices:	\$ 78,313.84	\$ 78,313.84

Escrow:

Escrow Withdrawals:	\$ (5,000,000.00)	<u>\$ (5,000,000.00)</u>
		\$ 17,052,583.65

Invoice Summary				
002229.000 Core Scientific Data Center				
Invoice Number	Invoice Value	Invoice Type	Invoice Submitted Date	Invoice Paid Date
002229.000-001	\$ 111,770.28	Construction	Monday, December 20, 2021	Tuesday, January 11, 2022
002229.000-002	\$ 134,742.95	Construction	Tuesday, December 21, 2021	Tuesday, January 11, 2022
002229.000-003A	\$ 390,975.49	Construction	Wednesday, January 19, 2022	Tuesday, February 1, 2022
002229.000-003B	\$ 653,909.68	Construction	Monday, January 31, 2022	Tuesday, February 8, 2022
002229.000-004A&B	\$ 3,787,897.08	Construction	Wednesday, March 2, 2022	Wednesday, March 9, 2022
002229.000-005A	\$ 1,873,302.29	Construction	Monday, March 21, 2022	Tuesday, March 29, 2022
002229.000-005B	\$ 3,821,757.10	Construction	Friday, April 1, 2022	Tuesday, April 12, 2022
002229.000-006A	\$ 2,967,547.30	Construction	Sunday, April 24, 2022	Tuesday, May 10, 2022
002229.000-006B	\$ 5,152,297.16	Construction	Monday, May 2, 2022	Tuesday, May 24, 2022
002229.000-007A	\$ 4,375,408.21	Construction	Saturday, May 14, 2022	Thursday, June 16, 2022
002229.000-007B	\$ 4,280,310.91	Construction	Friday, May 27, 2022	Friday, June 24, 2022
002229.000-008A	\$ 4,512,715.22	Construction	Monday, June 20, 2022	Friday, July 8, 2022
002229.000-008B	\$ 4,198,754.85	Construction	Friday, July 1, 2022	Tuesday, August 16, 2022
002229.000-009A	\$ 3,375,348.76	Construction	Tuesday, July 19, 2022	Friday, August 26, 2022
002229.000-009B	\$ 3,188,325.76	Construction	Tuesday, August 2, 2022	Wednesday, September 7, 2022
002229.000-010A	\$ 3,923,367.78	Construction	Friday, August 19, 2022	Tuesday, September 13, 2022
002229.000-010B	\$ 4,103,429.12	Construction	Friday, September 2, 2022	Monday, September 26, 2022
002229.000-011A	\$ 1,399,748.56	Construction	Tuesday, September 13, 2022	Tuesday, October 11, 2022
002229.000-011B	\$ 3,422,663.43	Construction	Wednesday, September 21, 2022	
002229.000-012A	\$ 4,045,687.48	Construction	Monday, October 17, 2022	
002229.000-012B	\$ 4,229,500.40	Construction	Monday, October 31, 2022	
002229.000-013A	\$ 5,133,320.29	Construction	Friday, November 11, 2022	
002229.000-D/RET	\$ 1,085,547.71	Retainage	Friday, September 16, 2022	
002229.000-ST/RET	\$ 131,732.66	Retainage	Friday, September 16, 2022	
002229.000-C/RET	\$ 976,287.69	Retainage	Tuesday, November 1, 2022	
002229.000-B/RET	\$ 731,142.84	Retainage	Friday, November 11, 2022	
002229.000-A/RET	\$ 387,833.46	Retainage	Friday, November 11, 2022	
002229.000-E/RET	\$ 494,221.27	Retainage	Tuesday, November 1, 2022	
002229.000-NT/RET	\$ 91,824.82	Retainage	Tuesday, November 1, 2022	
002229.000-F/RET	\$ 516,555.79	Retainage	Friday, November 11, 2022	
002229.000-G/RET	\$ 441,243.78	Retainage	Friday, November 11, 2022	
002229.000-SGS/RET	\$ 6,350.88	Retainage	Friday, November 11, 2022	
002229.000-NGS/RET	\$ 3,387.79	Retainage	Friday, November 11, 2022	
002229.000-CO/RET	\$ 276,969.52	Retainage	Friday, November 11, 2022	
002229.000-003P	\$ 120,300.73	Permit	Tuesday, January 11, 2022	Wednesday, January 19, 2022
002229.000-004P	\$ 94,840.20	Permit	Friday, January 21, 2022	Tuesday, February 1, 2022
002229.000-005P	\$ 7,439.49	Permit	Saturday, January 29, 2022	Tuesday, February 1, 2022
002229.000-006P	\$ 1,890.00	Permit	Wednesday, February 16, 2022	Monday, February 28, 2022
002229.000-007P	\$ 235,687.77	Permit	Monday, March 7, 2022	Wednesday, March 23, 2022
002229.000-008P	\$ 54,909.00	Operations	Wednesday, August 3, 2022	Tuesday, August 16, 2022
002229.000-009P	\$ 39,457.00	Operations	Tuesday, October 11, 2022	
002229.000-010P	\$ 9,128.00	Operations	Tuesday, October 11, 2022	
002229.000-011P	\$ 17,031.00	Operations	Tuesday, October 11, 2022	
002229.000-012P	\$ 12,697.84	Operations	Monday, October 31, 2022	

CONSTRUCTION PROGRESS INVOICES

MECARTHY**Application for Payment**

To Owner: Core Scientific, Inc.
 From Contractor: McCarthy Building Companies

Project: Core Scientific Data Center
 Via Architect:

Application No: 002228.000-011B
 Period To: 08/30/21
 Project No: 002228.000

Application for Payment

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	-
2. Net Change by Change Orders		\$87,470,248.20
3. CONTRACT SUM TO DATE		\$87,470,248.20
4. TOTAL COMPLETED & STORED TO DATE		\$86,842,010.67
5. RETAINAGE		
a. 6.46% of Completed Work		\$3,925,817.86
b. .00% of Stored Material		\$-
Total Retainage		\$3,925,817.86
6. TOTAL EARNED LESS RETAINAGE		\$55,916,184.01
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$63,403,529.89
8. CURRENT PAYMENT DUE		\$3,422,663.43
9. BALANCE TO FINISH	\$	26,556,238.33

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By:

State of: Texas

County of: Dallas

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2022, by Michael Steinhilber, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public:

My Commission Expires:

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Owner's Approval for Payment

By:

Date:

G702

CONTINUATION SHEET										AIA DOCUMENT G703		PAGE TWO OF THREE PAGES		
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT										APPLICATION NUMBER: 4011E		APPLICATION DATE: 09/19/22		
Contractor's signed Certificate is attached.										PROJECT: Core Scientific Denton Data Center		PERIOD FROM: 09/12/22		
In tabulations below, amounts are stated in the nearest dollar.										PO #: 2229		TO: 09/12/22		
The Column for Contract where variable margins for line items may apply.										CONTRACTOR'S PROJECT NO: 2229				
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	B		C		D		E		TOTAL COMPLETED AND STORED TO DATE (D+E+I)	%	BALANCE TO FINISH	RETAINAGE 10%
			PREVIOUS APPLICATIONS	WORK COMPLETED	PREVIOUS APPLICATIONS	WORK COMPLETED	PREVIOUS APPLICATIONS	WORK COMPLETED						
Building 3A														
1	General Conditions	6,923,945.99	6,923,945.99	6,923,945.99	6,923,945.99	6,923,945.99	6,923,945.99	6,923,945.99	6,923,945.99	6,923,945.99	100%	0.00	0.00	
2	General Requirements	174,386.34	105,458.07	78,928.27	105,458.07	78,928.27	105,458.07	78,928.27	105,458.07	78,928.27	35%	163,669.89	16,366.99	
3	Owner's Protective/General Liability Insurance	251,755.54	87,304.26	164,451.28	87,304.26	164,451.28	87,304.26	164,451.28	87,304.26	164,451.28	65%	164,451.28	16,445.13	
4	Builder's Risk Insurance	64,523.26	51,562.02	12,961.24	51,562.02	12,961.24	51,562.02	12,961.24	51,562.02	12,961.24	100%	0.00	0.00	
5	Construction Contingency	7,298.90	7,298.90	0.00	7,298.90	0.00	7,298.90	0.00	7,298.90	0.00	100%	0.00	0.00	
6	General Contractor Fee	240,000.00	0.00	0.00	240,000.00	0.00	240,000.00	0.00	240,000.00	0.00	0%	240,000.00	24,000.00	
7	Completion Incentive	282,843.58	173,464.11	25,813.67	173,464.11	25,813.67	173,464.11	25,813.67	173,464.11	25,813.67	70%	83,524.97	8,352.50	
8	OFCI Equipment & Materials 1% Management Fee	65,600.00	0.00	0.00	65,600.00	0.00	65,600.00	0.00	65,600.00	0.00	0%	65,600.00	6,560.00	
9	Division 003 - Concrete	24,600.00	24,600.00	0.00	24,600.00	0.00	24,600.00	0.00	24,600.00	0.00	100%	0.00	0.00	
10	Division 005 - Miscellaneous Metals	648,165.72	648,165.72	0.00	648,165.72	0.00	648,165.72	0.00	648,165.72	0.00	100%	0.00	0.00	
11	Division 005 - Wood, Plastics, & Composites	301,098.87	282,863.36	18,235.51	282,863.36	18,235.51	282,863.36	18,235.51	282,863.36	18,235.51	94%	19,235.51	1,923.55	
12	Division 007 - Waterproofing	21,905.97	11,649.00	7,906.46	11,649.00	7,906.46	11,649.00	7,906.46	11,649.00	7,906.46	89%	2,356.52	235.65	
13	Division 008 - Openings	26,768.33	7,770.56	5,312.44	7,770.56	5,312.44	7,770.56	5,312.44	7,770.56	5,312.44	49%	13,684.37	1,368.44	
14	Division 009 - Finishes	108,600.25	93,181.53	2,860.33	93,181.53	2,860.33	93,181.53	2,860.33	93,181.53	2,860.33	86%	15,418.72	1,541.87	
15	Division 010 - Specialties	416,291.45	338,957.04	11,387.78	338,957.04	11,387.78	338,957.04	11,387.78	338,957.04	11,387.78	81%	65,046.63	6,504.66	
16	Division 021 - Fire Protection	4,014.72	1,634.42	0.00	1,634.42	0.00	1,634.42	0.00	1,634.42	0.00	41%	2,380.30	238.03	
17	Division 022 & 023 - Plumbing/HVAC/Controls	106,204.87	99,178.50	1,926.00	99,178.50	1,926.00	99,178.50	1,926.00	99,178.50	1,926.00	91%	9,126.37	912.64	
18	Division 026 - Electrical/LV Communications	205,531.28	26,584.08	22,011.50	26,584.08	22,011.50	26,584.08	22,011.50	26,584.08	22,011.50	24%	156,935.70	15,693.57	
19	Division 031 - Civil/Plumbing	2,950,289.72	1,449,500.46	477,906.72	1,449,500.46	477,906.72	1,449,500.46	477,906.72	1,449,500.46	477,906.72	65%	1,322,882.61	132,288.26	
20	Division 032 - Exterior Improvement (Fence/Gate/Landscaping)	208,582.50	167,319.10	41,263.40	167,319.10	41,263.40	167,319.10	41,263.40	167,319.10	41,263.40	100%	0.00	0.00	
21	Division 033 - Site Utilities	101,150.85	61,583.37	46,248.00	61,583.37	46,248.00	61,583.37	46,248.00	61,583.37	46,248.00	63%	37,105.00	3,710.50	
22	Pre-Engineered Metal Buildings (Erection)	151,828.33	151,828.33	0.00	151,828.33	0.00	151,828.33	0.00	151,828.33	0.00	99%	774.84	77.48	
23	General Conditions	555,536.47	508,846.86	35,335.00	508,846.86	35,335.00	508,846.86	35,335.00	508,846.86	35,335.00	98%	13,350.61	1,335.06	
24	General Requirements	336,012.60	201,200.80	5,495.78	201,200.80	5,495.78	201,200.80	5,495.78	201,200.80	5,495.78	62%	127,416.41	12,741.64	
25	Owner's Protective/General Liability Insurance	485,095.02	166,220.37	1,505.69	166,220.37	1,505.69	166,220.37	1,505.69	166,220.37	1,505.69	35%	315,363.96	31,536.39	
26	Builder's Risk Insurance	124,323.30	103,204.86	0.00	103,204.86	0.00	103,204.86	0.00	103,204.86	0.00	83%	21,118.44	2,111.84	
27	Construction Contingency	1,063.74	14,063.74	0.00	14,063.74	0.00	14,063.74	0.00	14,063.74	0.00	100%	0.00	0.00	
28	General Contractor Fee	474,000.00	0.00	0.00	474,000.00	0.00	474,000.00	0.00	474,000.00	0.00	0%	474,000.00	47,400.00	
29	Completion Incentive	544,991.30	33,814.45	28,477.80	33,814.45	28,477.80	33,814.45	28,477.80	33,814.45	28,477.80	67%	181,681.51	18,168.15	
		126,400.00	0.00	0.00	126,400.00	0.00	126,400.00	0.00	126,400.00	0.00	0%	126,400.00	12,640.00	

30	OECI Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
31	Division 003 - Concrete	\$	1,248,904.68	\$	1,099,671.30	\$	149,233.38	\$	-	\$	1,248,904.68	100%	\$	-	\$	109,967.13
32	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	545,322.75	\$	-	\$	-	\$	545,322.75	94%	\$	36,577.50	\$	52,659.36
33	Division 006 - Wood, Plastics & Composites	\$	42,209.07	\$	22,464.75	\$	19,744.30	\$	-	\$	37,726.05	89%	\$	4,483.02	\$	2,246.48
34	Division 007 - Waterproofing	\$	51,577.99	\$	14,988.36	\$	10,250.05	\$	-	\$	25,238.41	49%	\$	26,339.59	\$	1,498.84
35	Division 008 - Openings	\$	209,271.47	\$	179,666.78	\$	540.19	\$	-	\$	180,206.97	86%	\$	29,064.50	\$	17,966.68
36	Division 009 - Finishes	\$	802,122.55	\$	475,170.11	\$	85,769.80	\$	-	\$	560,939.91	70%	\$	24,117.01	\$	47,517.01
37	Division 010 - Specialties	\$	7,735.68	\$	3,152.42	\$	2,988.84	\$	-	\$	6,141.26	79%	\$	1,594.42	\$	315.74
38	Division 021 - Fire Protection	\$	701,754.75	\$	191,641.50	\$	8,632.00	\$	-	\$	200,273.50	98%	\$	4,480.75	\$	19,164.15
39	Division 022 & 023 - Plumbing/HVAC/Controls	\$	309,033.68	\$	40,730.21	\$	51,473.50	\$	-	\$	92,232.74	23%	\$	303,790.04	\$	3,461.48
40	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	3,063,062.32	\$	180,781.68	\$	-	\$	3,243,866.00	57%	\$	2,440,838.59	\$	290,501.17
41	Division 031 - Civil/Earthwork	\$	401,902.86	\$	245,973.69	\$	155,925.26	\$	-	\$	401,902.86	100%	\$	0.00	\$	24,597.36
42	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	122,661.28	\$	891.12	\$	-	\$	123,492.40	63%	\$	71,408.03	\$	12,260.13
43	Division 033 - Site Utilities	\$	292,547.27	\$	291,182.87	\$	-	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	29,118.29
44	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,055,155.72	\$	-	\$	-	\$	1,066,155.72	99%	\$	14,268.21	\$	103,434.00
45	Building 100	\$	13,341,200.65	\$	10,678,008.97	\$	547,031.5	\$	1,980.80	\$	11,269,034.06	84%	\$	2,074,287.61	\$	776,871.69
46	General Conditions	\$	336,012.60	\$	201,200.86	\$	5,395.38	\$	-	\$	208,596.19	62%	\$	127,416.41	\$	-
47	Owner's Protective/General Liability Insurance	\$	485,090.02	\$	163,220.37	\$	1,505.69	\$	-	\$	169,726.06	35%	\$	315,363.96	\$	16,633.54
48	Builder's Risk Insurance	\$	124,325.30	\$	103,204.86	\$	-	\$	-	\$	103,204.86	83%	\$	21,120.44	\$	-
49	Construction Contingency	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
50	General Contractor Fee	\$	471,003.00	\$	-	\$	-	\$	1,824.36	\$	1,824.36	0%	\$	472,177.64	\$	-
51	Completion Incentive	\$	544,991.30	\$	434,909.47	\$	23,934.66	\$	77.54	\$	438,921.67	84%	\$	86,069.63	\$	-
52	OPECI Equipment & Materials 1% Management Fee	\$	126,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	126,400.00	\$	-
53	Division 003 - Concrete	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
54	Division 005 - Miscellaneous Metals	\$	1,248,904.68	\$	1,099,671.30	\$	149,233.38	\$	-	\$	1,248,904.68	100%	\$	-	\$	-
55	Division 006 - Wood, Plastics & Composites	\$	581,900.25	\$	545,322.75	\$	-	\$	-	\$	545,322.75	94%	\$	36,577.50	\$	52,659.36
56	Division 007 - Waterproofing	\$	42,209.07	\$	22,464.75	\$	19,744.30	\$	-	\$	37,726.05	89%	\$	4,483.02	\$	2,246.48
57	Division 008 - Openings	\$	51,577.99	\$	14,988.36	\$	10,250.05	\$	-	\$	25,238.41	49%	\$	26,339.59	\$	1,498.84
58	Division 009 - Finishes	\$	209,271.47	\$	179,666.78	\$	540.19	\$	-	\$	180,206.97	86%	\$	29,064.50	\$	17,966.68
59	Division 010 - Specialties	\$	802,122.55	\$	590,366.20	\$	22,455.93	\$	-	\$	612,822.13	76%	\$	29,064.50	\$	17,966.68
60	Division 021 - Fire Protection	\$	7,735.68	\$	3,152.42	\$	2,988.84	\$	-	\$	6,141.26	79%	\$	1,594.42	\$	315.74
61	Division 022 & 023 - Plumbing/HVAC/Controls	\$	204,754.25	\$	187,141.50	\$	5,882.00	\$	-	\$	193,023.50	94%	\$	11,730.75	\$	18,714.15
62	Division 026 - Electrical/LV Communications	\$	396,033.68	\$	270,851.97	\$	57,533.50	\$	-	\$	328,384.47	83%	\$	67,659.21	\$	25,377.25
63	Division 031 - Civil/Earthwork	\$	5,684,704.59	\$	3,063,062.32	\$	180,781.68	\$	-	\$	3,243,866.00	57%	\$	2,440,838.59	\$	290,501.17
64	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	401,902.86	\$	245,973.69	\$	155,925.26	\$	-	\$	401,902.86	100%	\$	0.00	\$	24,597.36
65	Division 033 - Site Utilities	\$	194,900.43	\$	122,661.28	\$	891.12	\$	-	\$	123,492.40	63%	\$	71,408.03	\$	12,260.13
66	Pre-Engineered Metal Buildings (Erection)	\$	292,547.27	\$	291,182.87	\$	-	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	29,118.29
67	Building 100	\$	1,070,423.93	\$	1,066,847.00	\$	-	\$	-	\$	1,066,847.00	99%	\$	5,576.93	\$	106,484.70
	General Conditions	\$	13,341,200.65	\$	10,678,008.97	\$	547,031.5	\$	1,980.80	\$	11,269,034.06	84%	\$	2,074,287.61	\$	776,871.69
		\$	336,012.60	\$	201,200.86	\$	5,395.38	\$	-	\$	208,596.19	62%	\$	127,416.41	\$	-

68	General Requirements	\$	483,090.02	\$	168,220.37	\$	1,503.69	\$	-	\$	159,726.00	35%	\$	313,363.96	\$	-
69	Owner's Protective/General Liability Insurance	\$	129,320.30	\$	101,204.86	\$	-	\$	-	\$	103,204.80	83%	\$	21,120.44	\$	-
70	Builder's Risk Insurance	\$	14,003.74	\$	14,003.74	\$	-	\$	-	\$	14,053.74	100%	\$	(0.00)	\$	-
71	Construction Contingency	\$	474,000.00	\$	-	\$	-	\$	1,824.36	\$	1,824.36	0%	\$	472,175.64	\$	-
72	General Contractor Fee	\$	544,991.30	\$	482,918.47	\$	61,866.69	\$	77.54	\$	489,202.69	90%	\$	55,788.61	\$	-
73	Completer Incentive	\$	126,400.00	\$	126,400.00	\$	-	\$	-	\$	126,400.00	100%	\$	-	\$	-
74	OFCT Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
75	Division 003 - Concrete	\$	1,248,994.68	\$	1,248,994.68	\$	-	\$	-	\$	1,248,994.68	100%	\$	-	\$	-
76	Division 005 - Miscellaneous Metals	\$	581,960.25	\$	483,717.75	\$	-	\$	-	\$	483,717.75	83%	\$	98,182.50	\$	-
77	Division 006 - Wood, Plastics, & Composites	\$	42,269.07	\$	32,464.75	\$	15,261.30	\$	-	\$	31,726.05	89%	\$	4,483.02	\$	-
78	Division 007 - Waterproofing	\$	51,577.99	\$	14,988.56	\$	10,250.05	\$	-	\$	25,238.41	49%	\$	26,339.59	\$	-
79	Division 008 - Openings	\$	209,271.47	\$	205,124.01	\$	540.19	\$	-	\$	205,664.19	98%	\$	3,607.28	\$	-
80	Division 009 - Finishes	\$	802,122.55	\$	701,243.46	\$	25,694.06	\$	-	\$	726,937.52	91%	\$	75,185.03	\$	-
81	Division 010 - Specialties	\$	1,735.68	\$	7,735.68	\$	-	\$	-	\$	7,735.68	100%	\$	-	\$	-
82	Division 021 - Fire Protection	\$	204,754.25	\$	188,141.50	\$	5,882.00	\$	-	\$	194,023.50	95%	\$	10,730.75	\$	-
83	Division 022 & 023 - Plumbing/HVAC/Controls	\$	386,023.68	\$	394,238.89	\$	-	\$	-	\$	394,238.89	100%	\$	1,784.79	\$	-
84	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	5,641,656.20	\$	3,103.68	\$	-	\$	5,643,759.88	99%	\$	40,944.71	\$	-
85	Division 031 - Civil/Earthwork	\$	401,902.86	\$	324,857.23	\$	77,045.63	\$	-	\$	401,902.86	100%	\$	0.00	\$	-
86	Division 032 - Exterior Improvement (Fence/Gate/Landscaping)	\$	194,900.43	\$	122,601.28	\$	891.12	\$	-	\$	123,492.40	63%	\$	71,408.03	\$	-
87	Division 033 - Site Utilities	\$	293,547.27	\$	291,182.87	\$	-	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	-
88	Pre-Engineered Metal Buildings (Function)	\$	1,070,473.93	\$	1,054,846.99	\$	-	\$	-	\$	1,044,846.99	98%	\$	5,576.94	\$	-
89	General Conditions	\$	6,411,752.74	\$	2,539,137.08	\$	27,623.54	\$	1,176.50	\$	5,640,776.54	88%	\$	7,480,633.20	\$	494,221.87
90	General Requirements	\$	101,626.31	\$	97,742.16	\$	2,393.25	\$	-	\$	100,337.91	62%	\$	61,288.91	\$	-
91	Owner's Protective/General Liability Insurance	\$	233,334.44	\$	89,916.13	\$	724.25	\$	-	\$	81,640.39	35%	\$	151,694.05	\$	8,001.91
92	Builder's Risk Insurance	\$	59,802.04	\$	49,642.86	\$	-	\$	-	\$	49,642.86	83%	\$	10,159.18	\$	-
93	Construction Contingency	\$	6,764.84	\$	6,764.84	\$	-	\$	-	\$	6,764.84	100%	\$	(0.00)	\$	-
94	General Contractor Fee	\$	228,000.08	\$	-	\$	-	\$	877.54	\$	877.54	0%	\$	227,122.46	\$	-
95	Completer Incentive	\$	262,147.71	\$	220,001.38	\$	11,261.52	\$	47.98	\$	231,310.69	88%	\$	30,836.83	\$	-
96	OFCT Equipment & Materials 1% Management Fee	\$	60,800.00	\$	-	\$	-	\$	-	\$	-	0%	\$	60,800.00	\$	-
97	Division 001 - Concrete	\$	22,800.00	\$	22,800.00	\$	-	\$	-	\$	22,800.00	100%	\$	-	\$	-
98	Division 003 - Miscellaneous Metals	\$	600,738.96	\$	464,464.77	\$	136,274.19	\$	-	\$	600,738.96	94%	\$	17,257.05	\$	46,446.48
99	Division 006 - Wood, Plastics, & Composites	\$	279,901.39	\$	261,644.34	\$	-	\$	-	\$	262,644.34	100%	\$	-	\$	25,363.54
100	Division 007 - Waterproofing	\$	20,303.10	\$	-	\$	7,722.58	\$	-	\$	7,722.58	38%	\$	12,580.51	\$	-
101	Division 008 - Openings	\$	24,809.67	\$	8,821.49	\$	-	\$	-	\$	8,821.49	36%	\$	15,988.18	\$	882.15
102	Division 009 - Finishes	\$	100,662.25	\$	81,321.12	\$	1,619.55	\$	-	\$	82,940.67	82%	\$	17,721.56	\$	8,132.11
103	Division 010 - Specialties	\$	385,831.10	\$	347,379.52	\$	18,272.94	\$	-	\$	365,652.46	95%	\$	20,178.64	\$	34,737.95
104	Division 021 - Fire Protection	\$	1,720.96	\$	1,564.17	\$	-	\$	251.38	\$	1,935.55	51%	\$	1,815.41	\$	165.42
105	Division 022 & 023 - Plumbing/HVAC/Controls	\$	98,489.39	\$	84,163.00	\$	8,804.00	\$	-	\$	92,967.00	94%	\$	5,522.39	\$	8,416.30
106	Division 026 - Electrical/LV Communications	\$	190,492.40	\$	181,158.67	\$	1,666.50	\$	-	\$	182,825.17	96%	\$	7,667.23	\$	17,728.42
107	Division 031 - Civil/Earthwork	\$	2,734,414.87	\$	2,661,813.58	\$	49,383.96	\$	-	\$	2,711,199.34	99%	\$	23,213.33	\$	362,280.09
		\$	193,320.36	\$	155,837.21	\$	37,483.15	\$	-	\$	193,320.36	100%	\$	0.00	\$	15,583.72

108	Division 002 - Exterior Improvement (Fence/Gates/Landscaping)	\$	93,749.57	\$	23,085.55	\$	428.64	\$	-	\$	23,514.59	25%	\$	70,234.98	\$	2,308.60
109	Division 003 - Site Utilities	\$	140,718.54	\$	127,188.52	\$	-	\$	-	\$	127,188.52	90%	\$	13,530.42	\$	12,718.85
110	Pre-Engineered Metal Buildings (Erection)	\$	514,887.46	\$	513,957.38	\$	-	\$	-	\$	513,957.38	100%	\$	930.08	\$	51,397.74
Building 10																
111	General Conditions	\$	336,012.60	\$	203,200.80	\$	5,395.38	\$	-	\$	208,596.19	62%	\$	127,419.41	\$	-
112	General Requirements	\$	485,090.02	\$	168,220.37	\$	1,505.65	\$	-	\$	149,726.06	35%	\$	315,363.96	\$	16,635.54
113	Owner's Protective/General Liability Insurance	\$	124,125.30	\$	163,204.86	\$	-	\$	-	\$	133,204.86	83%	\$	21,120.44	\$	-
114	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
115	Construction Contingency	\$	474,000.00	\$	-	\$	-	\$	-	\$	1,624.36	0%	\$	472,175.64	\$	-
116	General Contractor Fee	\$	544,991.30	\$	263,866.54	\$	36,902.68	\$	110.77	\$	294,879.99	54%	\$	250,111.31	\$	-
117	Inspector Incentive	\$	126,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	126,400.00	\$	-
118	Owner's Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
119	Division 003 - Concrete	\$	1,248,994.68	\$	965,991.94	\$	36,897.00	\$	-	\$	996,888.94	80%	\$	252,015.74	\$	96,599.19
120	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	483,717.75	\$	-	\$	-	\$	483,717.75	83%	\$	98,182.50	\$	46,498.86
121	Division 006 - Wood, Plastics & Composites	\$	42,209.07	\$	-	\$	15,261.30	\$	-	\$	15,261.30	36%	\$	26,947.77	\$	-
122	Division 007 - Waterproofing	\$	51,577.99	\$	18,275.05	\$	-	\$	-	\$	18,275.05	35%	\$	33,302.94	\$	1,827.51
123	Division 008 - Openings	\$	209,271.42	\$	168,704.92	\$	3,354.15	\$	-	\$	172,059.07	82%	\$	37,212.40	\$	16,876.49
124	Division 009 - Finishes	\$	802,172.55	\$	75,346.64	\$	439,457.15	\$	-	\$	514,848.79	64%	\$	287,271.76	\$	7,539.66
125	Division 010 - Specialties	\$	7,735.68	\$	3,427.50	\$	-	\$	782.01	\$	4,209.51	54%	\$	3,526.17	\$	342.75
126	Division 021 - Fire Protection	\$	205,754.25	\$	141,641.50	\$	42,632.00	\$	-	\$	144,273.50	90%	\$	20,480.75	\$	14,164.15
127	Division 022 & 023 - Plumbing/INAC/Controls	\$	399,023.68	\$	187,839.74	\$	3,283.50	\$	-	\$	191,123.24	48%	\$	204,900.44	\$	15,216.43
128	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	2,127,160.33	\$	124,283.68	\$	-	\$	2,251,394.00	40%	\$	3,433,320.59	\$	171,452.97
129	Division 031 - Civil/Earthwork	\$	401,962.86	\$	322,744.81	\$	-	\$	-	\$	322,744.81	80%	\$	79,188.05	\$	32,272.48
130	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	47,994.47	\$	89.12	\$	-	\$	48,885.59	25%	\$	146,014.84	\$	4,795.45
131	Division 033 - Site Utilities	\$	292,547.27	\$	264,162.49	\$	-	\$	-	\$	264,162.49	90%	\$	28,444.78	\$	26,410.25
132	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	824,272.10	\$	60,165.88	\$	-	\$	889,437.98	83%	\$	180,985.95	\$	65,924.06
Building 10																
133	General Conditions	\$	336,012.60	\$	203,200.80	\$	5,395.38	\$	-	\$	208,596.19	62%	\$	127,419.41	\$	-
134	General Requirements	\$	485,090.02	\$	168,220.37	\$	1,505.69	\$	-	\$	149,726.06	35%	\$	315,363.96	\$	16,635.54
135	Owner's Protective/General Liability Insurance	\$	124,125.30	\$	163,204.86	\$	-	\$	-	\$	133,204.86	83%	\$	21,120.44	\$	-
136	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
137	Construction Contingency	\$	474,000.00	\$	-	\$	-	\$	-	\$	1,624.36	0%	\$	472,175.64	\$	-
138	General Contractor Fee	\$	544,991.30	\$	263,866.54	\$	36,902.68	\$	110.77	\$	294,879.99	54%	\$	250,111.31	\$	-
139	Inspector Incentive	\$	126,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	126,400.00	\$	-
140	Owner's Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
141	Division 003 - Concrete	\$	1,248,994.68	\$	965,991.94	\$	36,897.00	\$	-	\$	996,888.94	80%	\$	252,015.74	\$	96,599.19
142	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	483,717.75	\$	-	\$	-	\$	483,717.75	83%	\$	98,182.50	\$	46,498.86
143	Division 006 - Wood, Plastics & Composites	\$	42,209.07	\$	-	\$	15,261.30	\$	-	\$	15,261.30	36%	\$	26,947.77	\$	-
144	Division 007 - Waterproofing	\$	51,577.99	\$	18,275.05	\$	-	\$	-	\$	18,275.05	82%	\$	37,212.40	\$	1,827.51
145	Division 008 - Openings	\$	209,271.42	\$	168,704.92	\$	3,354.15	\$	-	\$	172,059.07	82%	\$	37,212.40	\$	1,827.51

146	Division 009 - Finishes	\$	802,122.55	\$	63,819.89	\$	21,981.06	\$	-	\$	47,810.95	11%	\$	714,311.60	\$	6,582.99
147	Division 010 - Specialties	\$	7,735.68	\$	3,427.50	\$	-	\$	782.02	\$	4,209.52	54%	\$	3,525.16	\$	342.75
148	Division 021 - Fire Protection	\$	204,754.25	\$	141,641.50	\$	61,322.00	\$	-	\$	147,773.50	72%	\$	56,980.75	\$	14,164.15
149	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	158,398.74	\$	3,283.50	\$	-	\$	151,592.34	41%	\$	234,431.44	\$	15,216.43
150	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	1,596,600.32	\$	2,783.68	\$	-	\$	1,601,384.80	28%	\$	4,083,320.59	\$	144,102.97
151	Division 031 - Civil/Earthwork	\$	401,902.85	\$	322,744.81	\$	-	\$	-	\$	322,744.81	80%	\$	75,158.05	\$	32,274.48
152	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	47,994.47	\$	89.12	\$	-	\$	48,885.59	25%	\$	146,014.84	\$	4,795.45
153	Division 033 - Site Utilities	\$	292,547.27	\$	264,102.49	\$	-	\$	-	\$	264,102.49	90%	\$	28,444.78	\$	26,410.75
154	Pre-Engineered Metal Buildings (Erection)	\$	1,079,423.93	\$	197,893.21	\$	37,783.22	\$	-	\$	235,676.43	22%	\$	834,747.50	\$	19,789.32
Technical Building (Cont'd)		\$	1,942,062.40	\$	433,326.96	\$	16,679.67	\$	276.86	\$	1,450,279.89	75%	\$	491,807.56	\$	-
155	General Conditions	\$	45,913.23	\$	20,519.85	\$	785.40	\$	-	\$	30,393.26	62%	\$	18,547.97	\$	-
156	General Requirements	\$	70,614.37	\$	24,487.76	\$	219.18	\$	-	\$	26,706.94	35%	\$	45,907.43	\$	-
157	Owner's Protective-General Liability Insurance	\$	18,097.99	\$	15,023.50	\$	-	\$	-	\$	15,023.50	83%	\$	3,074.49	\$	-
158	Builder's Risk Insurance	\$	2,047.25	\$	2,047.25	\$	-	\$	-	\$	2,047.25	100%	\$	0.00	\$	-
159	Construction Contingency	\$	69,000.00	\$	-	\$	-	\$	265.57	\$	265.57	0%	\$	68,734.43	\$	-
160	General Contractor Fee	\$	79,334.18	\$	57,723.15	\$	679.16	\$	11.29	\$	58,414.20	74%	\$	20,919.98	\$	-
161	Completion Incentive	\$	13,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	13,400.00	\$	-
162	CRCT Equipment & Materials (1% Management Fee	\$	5,900.00	\$	6,900.00	\$	-	\$	-	\$	6,900.00	100%	\$	-	\$	-
163	Division 003 - Concrete	\$	181,802.58	\$	181,802.58	\$	-	\$	-	\$	181,802.58	100%	\$	-	\$	-
164	Division 005 - Miscellaneous Metals	\$	84,707.00	\$	79,414.60	\$	-	\$	-	\$	79,414.60	83%	\$	14,292.40	\$	-
165	Division 006 - Wood, Plastic, & Composite	\$	6,144.36	\$	3,374.25	\$	2,770.11	\$	-	\$	6,144.36	100%	\$	(0.00)	\$	-
166	Division 007 - Waterproofing	\$	7,508.19	\$	2,202.03	\$	1,507.36	\$	-	\$	3,709.41	49%	\$	3,798.78	\$	-
167	Division 008 - Openings	\$	39,403.57	\$	39,216.59	\$	79.44	\$	-	\$	39,295.94	99%	\$	167.63	\$	-
168	Division 009 - Finishes	\$	116,764.68	\$	115,764.68	\$	-	\$	-	\$	116,764.68	100%	\$	(0.00)	\$	-
169	Division 013 - Specialties	\$	1,126.08	\$	1,126.08	\$	-	\$	-	\$	1,126.08	100%	\$	-	\$	-
170	Division 021 - Fire Protection	\$	29,806.00	\$	5,042.75	\$	92.00	\$	-	\$	5,134.75	17%	\$	24,671.25	\$	-
171	Division 022 & 023 - Plumbing/HVAC/Controls	\$	57,649.02	\$	56,826.36	\$	-	\$	-	\$	56,826.36	99%	\$	822.66	\$	-
172	Division 026 - Electrical/LV Communications	\$	827,529.29	\$	574,384.19	\$	114.08	\$	-	\$	574,498.27	69%	\$	253,022.02	\$	-
173	Division 031 - Civil/Earthwork	\$	58,504.85	\$	48,207.82	\$	10,297.02	\$	-	\$	58,504.84	100%	\$	0.00	\$	-
174	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	28,371.58	\$	17,948.11	\$	129.72	\$	-	\$	18,087.85	64%	\$	10,283.73	\$	-
175	Division 033 - Site Utilities	\$	42,586.00	\$	42,551.66	\$	-	\$	-	\$	42,551.66	100%	\$	34.33	\$	-
176	Pre-Engineered Metal Buildings (Erection)	\$	155,821.21	\$	146,695.79	\$	-	\$	-	\$	146,695.79	94%	\$	9,125.42	\$	-
Technical Building (Total)		\$	942,062.40	\$	433,326.96	\$	16,679.67	\$	276.86	\$	1,450,279.89	75%	\$	491,807.56	\$	-
177	General Conditions	\$	48,913.22	\$	29,579.83	\$	785.40	\$	-	\$	30,365.26	62%	\$	18,547.97	\$	-
178	General Requirements	\$	70,614.37	\$	24,487.76	\$	219.18	\$	-	\$	24,706.94	35%	\$	45,907.43	\$	2,421.63
179	Owner's Protective-General Liability Insurance	\$	18,097.99	\$	15,023.50	\$	-	\$	-	\$	15,023.50	83%	\$	3,074.49	\$	-
180	Builder's Risk Insurance	\$	2,047.25	\$	2,047.25	\$	-	\$	-	\$	2,047.25	100%	\$	0.00	\$	-
181	Construction Contingency	\$	69,000.00	\$	-	\$	-	\$	265.57	\$	265.57	0%	\$	68,734.43	\$	-
182	General Contractor Fee	\$	79,334.18	\$	41,138.99	\$	5,178.29	\$	11.29	\$	48,348.57	61%	\$	30,985.61	\$	-
183	Completion Incentive	\$	13,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	13,400.00	\$	-

184	Orcl Equipment & Materials 1% Management Fee	\$	6,900.00	\$	6,900.00	\$	-	\$	6,900.00	100%	\$	-	\$	-
185	Division 003 - Concrete	\$	181,802.58	\$	140,013.36	\$	14,856.00	\$	-	85%	\$	26,933.22	\$	14,001.34
186	Division 005 - Miscellaneous Metals	\$	84,767.00	\$	70,414.60	\$	-	\$	-	83%	\$	14,292.40	\$	6,706.82
187	Division 006 - Wood, Plastics, & Composites	\$	6,144.36	\$	-	\$	6,144.36	\$	-	100%	\$	(0.00)	\$	-
188	Division 007 - Waterproofing	\$	7,568.19	\$	2,741.62	\$	-	\$	-	37%	\$	4,766.57	\$	2,741.6
189	Division 008 - Openings	\$	30,463.57	\$	25,069.99	\$	5,044.5	\$	-	84%	\$	4,949.13	\$	2,501.00
190	Division 009 - Finishes	\$	116,764.68	\$	105,568.03	\$	3,707.60	\$	-	94%	\$	7,489.05	\$	10,456.80
191	Division 010 - Specialties	\$	1,126.08	\$	513.40	\$	-	\$	-	46%	\$	612.68	\$	51.34
192	Division 021 - Fire Protection	\$	20,806.00	\$	5,042.75	\$	92.00	\$	-	17%	\$	24,671.25	\$	504.28
193	Division 022 & 023 - Plumbing/HVAC/Controls	\$	57,649.02	\$	51,755.81	\$	824.00	\$	-	91%	\$	5,069.21	\$	5,033.64
194	Division 025 - Electrical/V Communications	\$	827,520.29	\$	296,594.21	\$	84,614.08	\$	-	43%	\$	436,312.00	\$	25,603.01
195	Division 031 - Civil/Landwork	\$	38,504.83	\$	43,539.45	\$	9,962.40	\$	-	100%	\$	(0.00)	\$	4,833.95
196	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	28,371.58	\$	6,986.54	\$	129.72	\$	-	25%	\$	21,255.32	\$	698.65
197	Division 033 - Site Utilities	\$	42,586.00	\$	38,846.34	\$	-	\$	-	91%	\$	3,739.66	\$	3,884.63
198	Pre-Engineered Metal Buildings (Freight)	\$	155,621.21	\$	146,695.79	\$	-	\$	-	94%	\$	9,125.42	\$	14,609.58
Grand Station (North)		\$	338,934.60	\$	74,000.53	\$	1,822.36	\$	94.13	27%	\$	262,980.72	\$	6,204.84
199	General Conditions	\$	6,379.94	\$	3,898.22	\$	102.44	\$	-	62%	\$	2,419.31	\$	-
200	General Requirements	\$	9,210.57	\$	1,194.00	\$	28.59	\$	-	15%	\$	5,987.02	\$	315.86
201	Owner's Protective General Liability Insurance	\$	2,361.61	\$	1,939.58	\$	-	\$	-	83%	\$	401.03	\$	-
202	Builder's Risk Insurance	\$	267.02	\$	767.02	\$	-	\$	-	100%	\$	(0.00)	\$	-
203	Construction Contingency	\$	9,000.00	\$	-	\$	-	\$	-	0%	\$	8,995.36	\$	-
204	General Contractor Fee	\$	10,347.94	\$	1,042.02	\$	74.53	\$	1.47	30%	\$	7,225.91	\$	-
205	Completion Incentive	\$	2,400.00	\$	-	\$	-	\$	-	0%	\$	2,400.00	\$	-
206	Orcl Equipment & Materials 1% Management Fee	\$	900.00	\$	900.00	\$	-	\$	-	100%	\$	-	\$	-
207	Division 003 - Concrete	\$	23,713.36	\$	23,713.36	\$	-	\$	-	100%	\$	-	\$	2,371.34
208	Division 005 - Miscellaneous Metals	\$	11,048.74	\$	9,184.52	\$	-	\$	-	83%	\$	1,864.22	\$	582.89
209	Division 006 - Wood, Plastics, & Composites	\$	801.44	\$	82.56	\$	-	\$	-	10%	\$	718.94	\$	8.25
210	Division 007 - Waterproofing	\$	979.33	\$	176.62	\$	113.05	\$	-	20%	\$	689.66	\$	17.66
211	Division 008 - Openings	\$	3,973.51	\$	2,579.39	\$	5.96	\$	-	65%	\$	1,388.16	\$	257.94
212	Division 009 - Finishes	\$	15,230.18	\$	1,142.89	\$	-	\$	-	8%	\$	14,087.29	\$	114.29
213	Division 010 - Specialties	\$	146.88	\$	38.21	\$	-	\$	-	26%	\$	108.67	\$	3.82
214	Division 021 - Fire Protection	\$	3,887.76	\$	657.75	\$	12.00	\$	-	17%	\$	3,217.99	\$	65.78
215	Division 022 & 023 - Plumbing/HVAC/Controls	\$	7,519.44	\$	2,003.86	\$	-	\$	-	27%	\$	5,515.58	\$	189.89
216	Division 026 - Electrical/V Communications	\$	107,937.47	\$	4,283.79	\$	14.88	\$	-	7%	\$	102,656.76	\$	521.70
217	Division 031 - Civil/Landwork	\$	7,651.07	\$	6,171.18	\$	3,459.88	\$	-	100%	\$	(0.00)	\$	617.12
218	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	3,700.64	\$	1,734.16	\$	16.92	\$	-	47%	\$	1,949.56	\$	173.42
219	Division 033 - Site Utilities	\$	5,554.70	\$	4,650.90	\$	-	\$	-	84%	\$	903.80	\$	465.09
220	Pre-Engineered Metal Buildings (Freight)	\$	20,324.51	\$	2,775.16	\$	-	\$	-	14%	\$	17,549.35	\$	277.52
221	Grand Station (South)	\$	85,619.50	\$	663.27	\$	-	\$	-	1%	\$	84,956.23	\$	66.33
Grand Station (North)		\$	318,834.00	\$	43,315.92	\$	13,047.79	\$	16.13	27%	\$	264,534.02	\$	5,407.79

222	General Conditions	\$	6,379.99	\$	3,838.23	\$	102.44	\$	-	\$	3,960.68	62%	\$	2,419.31	\$	-
223	General Requirements	\$	9,210.57	\$	3,194.06	\$	28.59	\$	-	\$	3,222.65	35%	\$	5,987.92	\$	315.86
224	Owner's Protective/General Liability Insurance	\$	2,360.61	\$	1,939.58	\$	-	\$	-	\$	1,959.58	83%	\$	401.03	\$	-
225	Builder's Risk Insurance	\$	267.03	\$	267.03	\$	-	\$	-	\$	267.03	100%	\$	0.00	\$	-
226	Construction Contingency	\$	9,000.00	\$	-	\$	-	\$	34.64	\$	34.64	0%	\$	8,965.36	\$	-
227	General Contractor Fee	\$	10,347.94	\$	1,808.28	\$	1,265.74	\$	1.47	\$	3,075.49	30%	\$	7,272.45	\$	-
228	Completion Incentive	\$	2,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	2,400.00	\$	-
229	O&M Equipment & Materials 1% Management Fee	\$	900.00	\$	900.00	\$	-	\$	-	\$	900.00	100%	\$	-	\$	-
230	Division 003 - Concrete	\$	23,713.38	\$	-	\$	23,713.38	\$	-	\$	23,713.38	100%	\$	-	\$	-
231	Division 005 - Miscellaneous Metals	\$	11,046.74	\$	9,184.52	\$	-	\$	-	\$	9,184.52	83%	\$	1,864.22	\$	882.89
232	Division 006 - Wood, Plastics, & Composites	\$	801.44	\$	-	\$	-	\$	-	\$	-	0%	\$	801.44	\$	-
233	Division 067 - Waterproofing	\$	979.33	\$	115.93	\$	-	\$	-	\$	115.93	12%	\$	863.40	\$	11.39
234	Division 068 - Openings	\$	3,973.31	\$	1,920.12	\$	17.70	\$	-	\$	1,937.82	49%	\$	2,035.69	\$	192.01
235	Division 069 - Finishes	\$	15,230.18	\$	1,112.31	\$	-	\$	-	\$	1,132.31	7%	\$	14,097.87	\$	113.23
236	Division 010 - Specialties	\$	146.88	\$	24.01	\$	-	\$	-	\$	24.01	16%	\$	122.87	\$	2.40
237	Division 021 - Fire Protection	\$	3,887.74	\$	657.75	\$	12.00	\$	-	\$	660.75	17%	\$	3,217.99	\$	65.78
238	Division 022 & 023 - Plumbing/HVAC/Controls	\$	7,519.44	\$	1,745.25	\$	-	\$	-	\$	1,745.25	23%	\$	5,774.19	\$	164.03
239	Division 026 - Electrical/LV Communications	\$	107,937.43	\$	5,285.79	\$	14.88	\$	-	\$	5,300.67	5%	\$	102,636.76	\$	523.70
240	Division 031 - Civil/Earthwork	\$	7,651.07	\$	1,754.97	\$	5,876.10	\$	-	\$	7,651.07	100%	\$	(9.00)	\$	175.50
241	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	3,700.64	\$	2,106.16	\$	16.92	\$	-	\$	2,123.08	57%	\$	1,577.56	\$	210.62
242	Division 033 - Site Utilities	\$	5,554.73	\$	3,863.49	\$	-	\$	-	\$	3,863.49	70%	\$	1,691.21	\$	386.35
243	Pre-Engineered Metal Buildings (Erection)	\$	20,374.51	\$	2,775.16	\$	-	\$	-	\$	2,775.16	14%	\$	17,599.35	\$	277.52
244	Guard Section (North)	\$	85,610.53	\$	663.27	\$	-	\$	-	\$	663.27	1%	\$	84,946.23	\$	66.33
245	Pre-Construction Services	\$	70,000.00	\$	70,000.00	\$	-	\$	-	\$	70,000.00	100%	\$	-	\$	-
CONTRACT VALUES		\$	84,609,604.00	\$	54,658,077.18	\$	3,414,720.61	\$	12,942.82	\$	98,086,771.67	69%	\$	26,522,876.33	\$	3,648,848.34

AIA DOCUMENT G700 - CONTINUATION SHEET APRIL 1978 EDITION AIA 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

G700-1978

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Subcontractor's signed certification is attached.

In tabulations below, amounts are stated in the nearest dollar.

Use Column I on Subcontract where variable retainage for the items may apply.

PROJECT NAME: Core Strength Decking Deck Center

APPLICATION NO: 40118
 APPLICATION DATE: 9/19/2022
 PERIOD TO: 9/30/2022
 CONTRACTORS PROJECT NO: 2229.000

ITEM NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERCENTAGE	BALANCE TO BE PAID	RETAINAGE
1	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
2	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
3	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
4	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
5	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
6	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
7	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
8	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
9	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
10	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
11	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
12	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
13	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
14	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
15	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
16	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
17	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
18	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
19	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
20	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
21	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
22	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
23	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
24	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
25	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
26	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
27	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
28	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
29	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
30	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
31	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
32	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
33	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
34	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
35	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
36	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
37	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
38	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
39	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
40	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
41	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
42	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
43	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
44	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
45	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43
46	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$	31,074.33	\$	31,074.33	100.00%	\$	\$3,107.43

A14 DOCUMENT 6703

PROJECT NAME: Core Scientific Data Center

CONTRACTORS PROJECT NO.:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	D		E	F		G	H	I	J
			WORK COMPLETED	THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE				
47	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
48	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
49	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
50	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
51	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
52	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
53	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
54	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
55	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
56	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
57	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
58	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
59	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
60	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
61	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
62	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22	
63	PCCO #008 - ANT Farm Temporary Wall Panel	\$ 6,643.00	\$ 6,643.00	\$ -	\$ -	\$ -	\$ 6,643.00	100.00%	\$ -	\$664.30	
64	PCCO #009 - ANT Farm Temporary Generator / Rectifier	\$ 10,053.00	\$ 10,053.00	\$ -	\$ -	\$ -	\$ 10,053.00	100.00%	\$ -	\$1,005.30	
65	PCCO #010 - South Parcel Technical Building Power	\$ 13,342.00	\$ 13,342.00	\$ -	\$ -	\$ -	\$ 13,342.00	100.00%	\$ -	\$1,334.20	
66	PCCO #010 - West Type A at Technical Building Warehouse	\$ 31,192.20	\$ 31,192.20	\$ -	\$ -	\$ -	\$ 31,192.20	100.00%	\$ -	\$3,119.22	
67	PCCO #011 - Tan Army Electrical (Updated Revision)	\$ 182,897.00	\$ 182,897.00	\$ -	\$ -	\$ -	\$ 182,897.00	100.00%	\$ -	\$18,289.70	
68	PCCO #011 - Traffic Control Light Arm	\$ 40,241.00	\$ 40,241.00	\$ -	\$ -	\$ -	\$ 40,241.00	100.00%	\$ -	\$4,024.10	
69	PCCO #011 - ANT Farm Operational Panel List	\$ 32,565.00	\$ 32,565.00	\$ -	\$ -	\$ -	\$ 32,565.00	100.00%	\$ -	\$3,256.50	
70	PCCO #012 - City of Denver Revised Driv. Width & Gates	\$ 11,698.00	\$ 11,698.00	\$ -	\$ -	\$ -	\$ 11,698.00	100.00%	\$ -	\$1,169.80	
71	PCO #024 - Wall Type A at Warehouse	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
72	PCO #025 - Churchville C&L Building to Real Time	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
73	PCO #025 - Churchville C&L Building to Real Time	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
74	PCO #025 - Churchville C&L Building to Real Time	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
75	PCO #025 - Churchville C&L Building to Real Time	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
76	PCO #025 - Churchville C&L Building to Real Time	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
77	PCO #025 - Churchville C&L Building to Real Time	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
78	PCO #025 - Churchville C&L Building to Real Time	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
79	PCO #025 - Churchville C&L Building to Real Time	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
80	PCO #025 - Churchville C&L Building to Real Time	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
81	PCO #025 - Churchville C&L Building to Real Time	\$ 114,632.00	\$ 114,632.00	\$ -	\$ -	\$ -	\$ 114,632.00	100.00%	\$ -	\$11,463.20	
GRAND TOTALS		\$ 1,635,204.20	\$ 1,635,204.20	\$ -	\$ -	\$ -	\$ 1,635,204.20	100.00%	\$ -	\$163,520.42	

MECARTHY**Application for Payment**

To Owner: Core Scientific, Inc.
 From Contractor: McCarthy Building Companies

Project: Core Scientific Data Center
 Via Architect:

Application No: 002228-000-012A
 Period To: 10/14/22
 Project No: 002228-000

Application for Payment

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	-
2. Net Change by Change Orders	\$87,523,273.20	
3. CONTRACT SUM TO DATE	\$87,523,273.20	
4. TOTAL COMPLETED & STORED TO DATE	\$64,889,860.42	
5. RETAINAGE		
a. 6.48% of Completed Work	\$3,925,817.86	
b. .00% of Stored Material	\$-	
Total Retainage	\$3,925,817.86	
6. TOTAL EARNED LESS RETAINAGE	\$80,984,042.56	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$56,918,355.08	
8. CURRENT PAYMENT DUE	\$4,045,687.48	
9. BALANCE TO FINISH	\$ 22,510,368.78	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current amounts shown herein is payable.

Contractor:

By:

State of: Texas

Date: 10/17/2022

County of: Dallas

Subscribed and sworn to (or affirmed) before me on this ___ day of _____, 2022, by Michael S. Stachurski, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public:

My Commission Expires:

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated; the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

Owner's Approval for Payment

By:

Date:

CONTINUATION SHEET**AIA DOCUMENT G703****PAGE TWO OF THREE PAGES**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT

Contractor's signed Certification is attached.

PROJECT: Core Scientific Denton Data Center

APPLICATION NUMBER: 012A

APPLICATION DATE: 10/17/22

In tabulations below, amounts are stated to the nearest dollar.

PO #: 2229

PERIOD FROM: 10/01/22

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR'S PROJECT NO: 2229

TO: 10/14/22

A	B	C	D	E	F	G	I	H	J		
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	D			E		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH	RETAINAGE 10%
			Previous Applications	WORK COMPLETED This Application		Stored Materials (not in D or E)					
1	General Conditions	\$ 174,386.28	\$ 108,258.81	\$ 7,661.10	\$ -	\$ 115,919.90	66%	\$ 58,466.38	\$ -		
2	General Requirements	\$ 251,755.58	\$ 88,085.69	\$ 6,839.34	\$ -	\$ 94,925.03	38%	\$ 156,830.55	\$ 8,633.64		
3	Owner's Protective/General Liability Insurance	\$ 64,523.26	\$ 53,562.02	\$ 3,545.29	\$ -	\$ 57,107.31	89%	\$ 7,415.95	\$ -		
4	Builder's Risk Insurance	\$ 7,298.90	\$ 7,298.90	\$ -	\$ -	\$ 7,298.90	100%	\$ 0.00	\$ -		
5	Construction Contingency	\$ 246,000.00	\$ 946.82	\$ -	\$ -	\$ 946.82	0%	\$ 245,053.18	\$ -		
6	General Contractor Fee	\$ 282,843.58	\$ 199,318.02	\$ 20,779.15	\$ 88.14	\$ 220,185.31	78%	\$ 62,658.27	\$ -		
7	Completion Incentive	\$ 65,600.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,600.00	\$ -		
8	OFCI Equipment & Materials 1% Management Fee	\$ 24,600.00	\$ 24,600.00	\$ -	\$ -	\$ 24,600.00	100%	\$ -	\$ -		
9	Division 003 - Concrete	\$ 648,165.72	\$ 648,165.72	\$ -	\$ -	\$ 648,165.72	100%	\$ -	\$ 64,816.57		
10	Division 005 - Miscellaneous Metals	\$ 301,998.87	\$ 282,863.36	\$ 18,261.74	\$ -	\$ 301,125.10	100%	\$ 873.77	\$ 27,314.32		
11	Division 006 - Wood, Plastics, & Composites	\$ 21,905.97	\$ 19,555.46	\$ -	\$ -	\$ 19,555.46	89%	\$ 2,350.51	\$ 1,164.90		
12	Division 007 - Waterproofing	\$ 26,768.33	\$ 13,084.00	\$ -	\$ -	\$ 13,084.00	49%	\$ 13,684.33	\$ 777.06		
13	Division 008 - Openings	\$ 108,609.25	\$ 93,461.56	\$ -	\$ -	\$ 93,461.56	86%	\$ 15,147.69	\$ 9,318.15		
14	Division 009 - Finishes	\$ 416,291.45	\$ 350,344.82	\$ 16,580.34	\$ -	\$ 366,925.16	88%	\$ 49,366.29	\$ 33,895.70		
15	Division 010 - Specialties	\$ 4,014.72	\$ 1,634.42	\$ -	\$ 2,073.91	\$ 3,708.33	92%	\$ 306.39	\$ 163.44		
16	Division 021 - Fire Protection	\$ 106,264.87	\$ 97,106.50	\$ -	\$ -	\$ 97,106.50	91%	\$ 9,158.37	\$ 9,517.85		
17	Division 022 & 023 - Plumbing/HVAC/Controls	\$ 205,531.28	\$ 48,595.58	\$ 20,312.00	\$ -	\$ 68,907.58	34%	\$ 136,623.70	\$ 2,309.96		
18	Division 026 - Electrical/LV Communications	\$ 2,950,289.73	\$ 1,927,407.12	\$ 402,370.88	\$ -	\$ 2,329,778.00	79%	\$ 620,511.73	\$ 141,041.58		
19	Division 031 - Civil/Earthwork	\$ 208,582.50	\$ 208,582.50	\$ -	\$ -	\$ 208,582.50	100%	\$ (0.00)	\$ 16,731.91		
20	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$ 101,150.85	\$ 64,045.85	\$ -	\$ -	\$ 64,045.85	63%	\$ 37,105.00	\$ 6,358.34		
21	Division 033 - Site Utilities	\$ 151,828.33	\$ 151,053.49	\$ -	\$ -	\$ 151,053.49	99%	\$ 774.84	\$ 15,105.35		
22	Pre-Engineered Metal Buildings (Erection)	\$ 555,536.47	\$ 542,185.86	\$ 13,350.61	\$ -	\$ 555,536.47	100%	\$ -	\$ 50,684.69		
23	General Conditions	\$ 336,012.60	\$ 208,596.18	\$ 14,761.62	\$ -	\$ 223,357.81	66%	\$ 112,654.79	\$ -		
24	General Requirements	\$ 485,090.02	\$ 169,726.06	\$ 13,178.24	\$ -	\$ 182,904.30	38%	\$ 302,185.72	\$ 16,635.54		
25	Owner's Protective/General Liability Insurance	\$ 124,325.30	\$ 103,204.86	\$ 6,831.17	\$ -	\$ 110,036.03	89%	\$ 14,289.27	\$ -		
26	Builder's Risk Insurance	\$ 14,063.74	\$ 14,063.74	\$ -	\$ -	\$ 14,063.74	100%	\$ (0.00)	\$ -		
27	Construction Contingency	\$ 474,000.00	\$ 1,824.36	\$ -	\$ -	\$ 1,824.36	0%	\$ 472,175.64	\$ -		
28	General Contractor Fee	\$ 544,991.30	\$ 363,309.79	\$ 55,386.82	\$ -	\$ 418,696.61	77%	\$ 126,294.69	\$ -		
29	Completion Incentive	\$ 126,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 126,400.00	\$ -		

30	OFCE Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	47,400.00	100%	\$	-	\$	-
31	Division 003 - Concrete	\$	1,248,904.68	\$	1,248,904.68	\$	-	\$	1,248,904.68	100%	\$	-	\$	109,967.13
32	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	545,322.75	\$	35,187.25	\$	580,510.00	100%	\$	1,390.25	\$	52,659.36
33	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	37,726.05	\$	-	\$	37,726.05	89%	\$	4,483.02	\$	2,246.48
34	Division 007 - Waterproofing	\$	51,577.99	\$	25,238.41	\$	-	\$	25,238.41	49%	\$	26,339.58	\$	1,498.84
35	Division 008 - Openings	\$	209,271.47	\$	180,206.97	\$	-	\$	180,206.97	86%	\$	29,064.50	\$	17,966.68
36	Division 009 - Finishes	\$	802,122.55	\$	560,939.91	\$	65,057.75	\$	625,997.66	78%	\$	176,124.89	\$	47,517.01
37	Division 010 - Specialties	\$	7,735.68	\$	6,141.26	\$	-	\$	6,141.26	79%	\$	1,594.42	\$	315.24
38	Division 021 - Fire Protection	\$	204,754.25	\$	200,273.50	\$	-	\$	200,273.50	98%	\$	4,480.75	\$	19,164.15
39	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	92,232.74	\$	48,190.00	\$	140,422.74	35%	\$	255,600.94	\$	3,461.48
40	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	3,243,866.00	\$	1,105,744.99	\$	4,349,610.99	77%	\$	1,335,093.60	\$	290,301.17
41	Division 031 - Civil/Earthwork	\$	401,902.86	\$	401,902.86	\$	-	\$	401,902.86	100%	\$	0.00	\$	24,597.36
42	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	123,492.40	\$	-	\$	123,492.40	63%	\$	71,408.03	\$	12,260.13
43	Division 033 - Site Utilities	\$	292,547.27	\$	291,182.87	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	29,118.29
44	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,056,155.72	\$	14,268.21	\$	1,070,423.93	100%	\$	-	\$	103,434.00
45	General Conditions	\$	336,012.60	\$	208,596.18	\$	14,761.62	\$	223,357.81	66%	\$	112,654.79	\$	-
46	Owner's Protective/General Liability Insurance	\$	485,090.02	\$	169,726.06	\$	13,178.24	\$	182,904.30	38%	\$	302,185.72	\$	16,635.54
47	Builder's Risk Insurance	\$	124,325.30	\$	103,204.86	\$	6,831.17	\$	110,036.03	89%	\$	14,289.27	\$	-
48	Construction Contingency	\$	14,063.74	\$	14,063.74	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
49	General Contractor Fee	\$	474,000.00	\$	1,824.36	\$	-	\$	1,824.36	0%	\$	472,175.64	\$	-
50	Completion Incentive	\$	544,991.30	\$	458,921.67	\$	7,321.53	\$	466,243.20	86%	\$	78,748.09	\$	-
51	OFCE Equipment & Materials 1% Management Fee	\$	126,400.00	\$	-	\$	-	\$	-	0%	\$	126,400.00	\$	-
52	Division 003 - Concrete	\$	47,400.00	\$	47,400.00	\$	-	\$	47,400.00	100%	\$	-	\$	-
53	Division 005 - Miscellaneous Metals	\$	1,248,904.68	\$	1,248,904.68	\$	-	\$	1,248,904.68	100%	\$	-	\$	109,967.13
54	Division 006 - Wood, Plastics, & Composites	\$	581,900.25	\$	545,322.75	\$	35,187.25	\$	580,510.00	100%	\$	1,390.25	\$	52,659.36
55	Division 007 - Waterproofing	\$	42,209.07	\$	37,726.05	\$	-	\$	37,726.05	89%	\$	4,483.02	\$	2,246.48
56	Division 008 - Openings	\$	51,577.99	\$	25,238.41	\$	-	\$	25,238.41	49%	\$	26,339.58	\$	1,498.84
57	Division 009 - Finishes	\$	209,271.47	\$	180,206.97	\$	-	\$	180,206.97	86%	\$	29,064.50	\$	17,966.68
58	Division 010 - Specialties	\$	802,122.55	\$	612,822.13	\$	20,937.70	\$	633,759.83	79%	\$	168,362.72	\$	59,036.62
59	Division 021 - Fire Protection	\$	7,735.68	\$	7,735.68	\$	-	\$	7,735.68	100%	\$	-	\$	315.24
60	Division 022 & 023 - Plumbing/HVAC/Controls	\$	204,754.25	\$	193,023.50	\$	-	\$	193,023.50	94%	\$	11,730.75	\$	18,714.15
61	Division 026 - Electrical/LV Communications	\$	396,023.68	\$	338,384.47	\$	9,290.00	\$	337,674.47	85%	\$	58,349.21	\$	25,077.25
62	Division 031 - Civil/Earthwork	\$	5,684,704.59	\$	5,202,487.43	\$	66,508.47	\$	5,268,995.90	93%	\$	415,708.70	\$	499,709.93
63	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	401,902.86	\$	401,902.86	\$	-	\$	401,902.86	100%	\$	0.00	\$	24,597.36
64	Division 033 - Site Utilities	\$	194,900.43	\$	123,492.40	\$	-	\$	123,492.40	63%	\$	71,408.03	\$	12,260.13
65	Pre-Engineered Metal Buildings (Erection)	\$	292,547.27	\$	291,182.87	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	29,118.29
66	General Conditions	\$	1,070,423.93	\$	1,064,847.00	\$	5,576.93	\$	1,070,423.93	100%	\$	-	\$	106,484.70
67	General Conditions	\$	336,012.60	\$	208,596.18	\$	14,761.62	\$	223,357.81	66%	\$	112,654.79	\$	-

68	General Requirements	\$	485,090.02	\$	169,726.06	\$	13,178.24	\$	-	\$	182,904.30	38%	\$	302,185.72	\$	-
69	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	103,204.86	\$	6,831.17	\$	-	\$	110,036.03	89%	\$	14,289.27	\$	-
70	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
71	Construction Contingency	\$	474,000.00	\$	1,824.36	\$	-	\$	-	\$	1,824.36	0%	\$	472,175.64	\$	-
72	General Contractor Fee	\$	544,991.30	\$	489,202.70	\$	4,899.93	\$	-	\$	494,102.62	91%	\$	50,888.67	\$	-
73	Completion Incentive	\$	126,400.00	\$	-	\$	-	\$	-	\$	126,400.00	100%	\$	-	\$	-
74	OFCL Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
75	Division 003 - Concrete	\$	1,248,904.68	\$	1,248,904.68	\$	-	\$	-	\$	1,248,904.68	100%	\$	-	\$	-
76	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	483,717.75	\$	35,187.25	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	-
77	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	37,726.05	\$	-	\$	-	\$	37,726.05	89%	\$	4,483.02	\$	-
78	Division 007 - Waterproofing	\$	51,577.99	\$	25,238.41	\$	-	\$	-	\$	25,238.41	49%	\$	26,339.58	\$	-
79	Division 008 - Openings	\$	209,271.47	\$	205,664.19	\$	-	\$	-	\$	205,664.19	98%	\$	3,607.28	\$	-
80	Division 009 - Finishes	\$	802,122.55	\$	726,937.52	\$	16,037.70	\$	-	\$	742,975.22	93%	\$	59,147.33	\$	-
81	Division 010 - Specialties	\$	7,735.68	\$	7,735.68	\$	-	\$	-	\$	7,735.68	100%	\$	-	\$	-
82	Division 021 - Fire Protection	\$	204,754.25	\$	194,023.50	\$	-	\$	-	\$	194,023.50	95%	\$	10,730.75	\$	-
83	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	394,238.89	\$	-	\$	-	\$	394,238.89	100%	\$	1,784.79	\$	-
84	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	5,643,759.88	\$	23,719.47	\$	-	\$	5,667,479.35	100%	\$	17,225.25	\$	-
85	Division 031 - Civil/Earthwork	\$	401,902.86	\$	401,902.86	\$	-	\$	-	\$	401,902.86	100%	\$	0.00	\$	-
86	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	123,492.40	\$	-	\$	-	\$	123,492.40	63%	\$	71,408.03	\$	-
87	Division 033 - Site Utilities	\$	292,547.27	\$	291,182.87	\$	-	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	-
88	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,064,846.99	\$	5,576.94	\$	-	\$	1,070,423.93	100%	\$	-	\$	-
89	General Conditions	\$	161,626.31	\$	100,337.41	\$	7,100.53	\$	-	\$	107,437.94	66%	\$	54,188.38	\$	-
90	General Requirements	\$	233,334.44	\$	81,640.38	\$	6,338.90	\$	-	\$	87,979.28	38%	\$	145,355.16	\$	8,001.91
91	Owner's Protective/General Liability Insurance	\$	59,802.04	\$	49,642.86	\$	3,285.88	\$	-	\$	52,928.74	89%	\$	6,873.30	\$	-
92	Builder's Risk Insurance	\$	6,764.84	\$	6,764.84	\$	-	\$	-	\$	6,764.84	100%	\$	(0.00)	\$	-
93	Construction Contingency	\$	228,000.00	\$	877.54	\$	-	\$	-	\$	877.54	0%	\$	227,122.46	\$	-
94	General Contractor Fee	\$	262,147.71	\$	231,310.88	\$	3,558.06	\$	588.67	\$	235,457.61	90%	\$	26,690.10	\$	-
95	Completion Incentive	\$	60,800.00	\$	-	\$	-	\$	-	\$	-	0%	\$	60,800.00	\$	-
96	OFCL Equipment & Materials 1% Management Fee	\$	22,800.00	\$	22,800.00	\$	-	\$	-	\$	22,800.00	100%	\$	-	\$	-
97	Division 003 - Concrete	\$	600,738.96	\$	600,738.96	\$	-	\$	-	\$	600,738.96	100%	\$	-	\$	-
98	Division 005 - Miscellaneous Metals	\$	279,901.39	\$	262,644.34	\$	16,925.51	\$	-	\$	279,569.85	100%	\$	331.53	\$	46,446.48
99	Division 006 - Wood, Plastics, & Composites	\$	20,303.10	\$	7,722.58	\$	-	\$	-	\$	7,722.58	38%	\$	12,580.52	\$	-
100	Division 007 - Waterproofing	\$	24,809.67	\$	8,821.49	\$	-	\$	-	\$	8,821.49	36%	\$	15,988.18	\$	882.15
101	Division 008 - Openings	\$	100,662.23	\$	82,940.67	\$	-	\$	-	\$	82,940.67	82%	\$	17,721.56	\$	8,132.11
102	Division 009 - Finishes	\$	385,831.10	\$	365,652.46	\$	12,883.25	\$	-	\$	378,535.71	98%	\$	7,295.39	\$	34,737.95
103	Division 010 - Specialties	\$	3,720.96	\$	1,905.55	\$	1,815.41	\$	-	\$	3,720.96	100%	\$	-	\$	165.42
104	Division 021 - Fire Protection	\$	98,489.39	\$	92,967.00	\$	-	\$	-	\$	92,967.00	94%	\$	5,522.39	\$	8,416.30
105	Division 022 & 023 - Plumbing/HVAC/Controls	\$	190,492.40	\$	182,823.17	\$	5,079.00	\$	-	\$	187,904.17	99%	\$	2,588.23	\$	17,788.42
106	Division 026 - Electrical/LV Communications	\$	2,734,414.87	\$	2,711,199.54	\$	22,250.44	\$	-	\$	2,733,449.98	100%	\$	964.89	\$	262,280.09
107	Division 031 - Civil/Earthwork	\$	193,320.36	\$	193,320.36	\$	-	\$	-	\$	193,320.36	100%	\$	0.00	\$	15,583.72

108	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	93,749.57	\$	23,514.59	\$	7,109.98	\$	13,851.09	\$	44,475.66	47%	\$	49,273.91	\$	2,308.60
109	Division 033 - Site Utilities	\$	140,718.94	\$	127,188.52	\$	-	\$	-	\$	127,188.52	90%	\$	13,530.42	\$	12,718.85
110	Pre-Engineered Metal Buildings (Erection)	\$	514,887.46	\$	513,957.38	\$	930.08	\$	-	\$	514,887.46	100%	\$	-	\$	51,395.74
111	General Conditions	\$	336,012.60	\$	208,596.18	\$	14,761.62	\$	-	\$	223,357.81	66%	\$	112,654.79	\$	-
112	General Requirements	\$	485,090.02	\$	169,726.06	\$	13,178.24	\$	-	\$	182,904.30	38%	\$	302,185.72	\$	16,635.54
113	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	103,204.86	\$	6,831.17	\$	-	\$	110,036.03	89%	\$	14,289.27	\$	-
114	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
115	Construction Contingency	\$	474,000.00	\$	1,824.36	\$	-	\$	-	\$	1,824.36	0%	\$	472,175.64	\$	-
116	General Contractor Fee	\$	544,991.30	\$	294,879.99	\$	26,295.77	\$	1,219.16	\$	322,394.92	59%	\$	222,596.38	\$	-
117	Completion Incentive	\$	126,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	126,400.00	\$	-
118	OFCE Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
119	Division 003 - Concrete	\$	1,248,904.68	\$	996,888.94	\$	-	\$	-	\$	996,888.94	80%	\$	252,015.74	\$	96,599.19
120	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	483,717.75	\$	35,187.25	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	46,498.86
121	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	15,261.30	\$	-	\$	-	\$	15,261.30	36%	\$	26,947.77	\$	-
122	Division 007 - Waterproofing	\$	51,577.99	\$	18,275.05	\$	-	\$	-	\$	18,275.05	35%	\$	33,302.94	\$	1,827.51
123	Division 008 - Openings	\$	209,271.47	\$	172,059.07	\$	-	\$	-	\$	172,059.07	82%	\$	37,212.40	\$	16,870.49
124	Division 009 - Finishes	\$	802,122.55	\$	514,848.79	\$	69,950.36	\$	-	\$	584,799.15	73%	\$	217,323.40	\$	7,539.66
125	Division 010 - Specialties	\$	7,735.68	\$	4,209.51	\$	-	\$	-	\$	4,209.51	54%	\$	3,526.17	\$	342.75
126	Division 021 - Fire Protection	\$	204,754.25	\$	184,273.50	\$	-	\$	-	\$	184,273.50	90%	\$	20,480.75	\$	14,164.15
127	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	191,123.24	\$	-	\$	-	\$	191,123.24	48%	\$	204,900.44	\$	15,216.43
128	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	2,251,384.00	\$	361,744.99	\$	-	\$	2,613,128.99	46%	\$	3,071,575.60	\$	171,452.97
129	Division 031 - Civil/Earthwork	\$	401,902.86	\$	322,744.81	\$	21,635.88	\$	-	\$	344,380.69	86%	\$	57,522.17	\$	32,274.48
130	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	48,885.59	\$	14,725.05	\$	28,686.13	\$	92,296.77	47%	\$	102,603.66	\$	4,799.45
131	Division 033 - Site Utilities	\$	292,547.27	\$	264,102.49	\$	-	\$	-	\$	264,102.49	90%	\$	28,444.78	\$	26,410.25
132	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	889,437.98	\$	80,709.45	\$	-	\$	970,147.43	91%	\$	100,276.50	\$	65,924.06
133	General Conditions	\$	336,012.60	\$	208,596.18	\$	14,761.62	\$	-	\$	223,357.81	66%	\$	112,654.79	\$	-
134	General Requirements	\$	485,090.02	\$	169,726.06	\$	13,178.24	\$	-	\$	182,904.30	38%	\$	302,185.72	\$	16,635.54
135	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	103,204.86	\$	6,831.17	\$	-	\$	110,036.03	89%	\$	14,289.27	\$	-
136	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
137	Construction Contingency	\$	474,000.00	\$	1,824.36	\$	-	\$	-	\$	1,824.36	0%	\$	472,175.64	\$	-
138	General Contractor Fee	\$	544,991.30	\$	218,144.69	\$	24,044.82	\$	17,331.29	\$	259,520.79	48%	\$	285,470.50	\$	-
139	Completion Incentive	\$	126,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	126,400.00	\$	-
140	OFCE Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
141	Division 003 - Concrete	\$	1,248,904.68	\$	988,183.00	\$	-	\$	-	\$	988,183.00	79%	\$	260,721.68	\$	95,728.60
142	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	483,717.75	\$	35,187.25	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	46,498.86
143	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	15,261.30	\$	-	\$	-	\$	15,261.30	36%	\$	26,947.77	\$	-
144	Division 007 - Waterproofing	\$	51,577.99	\$	18,275.05	\$	-	\$	-	\$	18,275.05	35%	\$	33,302.94	\$	1,827.51
145	Division 008 - Openings	\$	209,271.47	\$	172,059.07	\$	-	\$	-	\$	172,059.07	82%	\$	37,212.40	\$	16,870.49

146	Division 009 - Finishes	\$	802,122.55	\$	87,810.95	\$	16,110.50	\$	379,108.84	\$	483,030.29	60%	\$	319,092.26	\$	6,582.99
147	Division 010 - Specialties	\$	7,735.68	\$	4,209.52	\$	-	\$	-	\$	4,209.52	54%	\$	3,526.16	\$	342.75
148	Division 021 - Fire Protection	\$	204,754.25	\$	147,773.50	\$	-	\$	-	\$	147,773.50	72%	\$	56,980.75	\$	14,164.15
149	Division 022 & 023 - Plumbing/HVAC/Controls	\$	306,023.68	\$	161,592.24	\$	-	\$	-	\$	161,592.24	41%	\$	234,431.44	\$	15,216.43
150	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	1,601,384.00	\$	192,239.47	\$	-	\$	1,793,623.47	32%	\$	3,891,081.13	\$	144,102.97
151	Division 031 - Civil/Earthwork	\$	401,902.86	\$	322,744.81	\$	21,635.88	\$	-	\$	344,380.69	86%	\$	57,522.17	\$	32,274.48
152	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	48,885.59	\$	14,725.05	\$	28,686.13	\$	92,296.77	47%	\$	102,603.66	\$	4,799.45
153	Division 033 - Site Utilities	\$	292,547.27	\$	264,102.49	\$	-	\$	-	\$	264,102.49	90%	\$	28,444.78	\$	26,410.25
154	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	235,676.43	\$	251,091.26	\$	-	\$	486,767.69	45%	\$	583,656.24	\$	19,789.32
155	General Conditions	\$	48,913.23	\$	30,365.25	\$	2,148.84	\$	-	\$	32,514.10	66%	\$	16,399.13	\$	-
156	General Requirements	\$	70,614.37	\$	24,706.94	\$	1,918.35	\$	-	\$	26,625.29	38%	\$	43,989.08	\$	-
157	Owner's Protective/General Liability Insurance	\$	18,097.99	\$	15,023.50	\$	994.41	\$	-	\$	16,017.91	89%	\$	2,080.08	\$	-
158	Builder's Risk Insurance	\$	2,047.25	\$	2,047.25	\$	-	\$	-	\$	2,047.25	100%	\$	0.00	\$	-
159	Construction Contingency	\$	69,000.00	\$	265.57	\$	-	\$	-	\$	265.57	0%	\$	68,734.43	\$	-
160	General Contractor Fee	\$	79,334.18	\$	58,414.20	\$	888.49	\$	-	\$	59,302.69	75%	\$	20,031.49	\$	-
161	Completion Incentive	\$	18,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	18,400.00	\$	-
162	OFCE Equipment & Materials 1% Management Fee	\$	6,900.00	\$	6,900.00	\$	-	\$	-	\$	-	100%	\$	-	\$	-
163	Division 003 - Concrete	\$	181,802.58	\$	181,802.58	\$	-	\$	-	\$	181,802.58	100%	\$	-	\$	-
164	Division 005 - Miscellaneous Metals	\$	84,707.00	\$	70,414.60	\$	5,122.19	\$	-	\$	75,536.79	89%	\$	9,170.20	\$	-
165	Division 006 - Wood, Plastics, & Composites	\$	6,144.36	\$	6,144.36	\$	-	\$	-	\$	6,144.36	100%	\$	(0.00)	\$	-
166	Division 007 - Waterproofing	\$	7,508.19	\$	3,709.41	\$	-	\$	-	\$	3,709.41	49%	\$	3,798.78	\$	-
167	Division 008 - Openings	\$	30,463.57	\$	30,295.94	\$	-	\$	-	\$	30,295.94	99%	\$	167.63	\$	-
168	Division 009 - Finishes	\$	116,764.68	\$	116,764.68	\$	-	\$	-	\$	116,764.68	100%	\$	(0.00)	\$	-
169	Division 010 - Specialties	\$	1,126.08	\$	1,126.08	\$	-	\$	-	\$	1,126.08	100%	\$	-	\$	-
170	Division 021 - Fire Protection	\$	29,806.00	\$	5,134.75	\$	-	\$	-	\$	5,134.75	17%	\$	24,671.25	\$	-
171	Division 022 & 023 - Plumbing/HVAC/Controls	\$	57,649.02	\$	56,826.36	\$	34.00	\$	-	\$	56,860.36	99%	\$	788.66	\$	-
172	Division 026 - Electrical/LV Communications	\$	827,520.29	\$	574,498.27	\$	2,946.25	\$	-	\$	577,444.52	70%	\$	250,075.77	\$	-
173	Division 031 - Civil/Earthwork	\$	58,504.85	\$	58,504.84	\$	-	\$	-	\$	58,504.84	100%	\$	0.00	\$	-
174	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	28,371.58	\$	18,087.85	\$	-	\$	-	\$	18,087.85	64%	\$	10,283.73	\$	-
175	Division 033 - Site Utilities	\$	42,586.00	\$	42,551.66	\$	-	\$	-	\$	42,551.66	100%	\$	34.33	\$	-
176	Pre-Engineered Metal Buildings (Erection)	\$	155,821.21	\$	146,695.79	\$	7,741.50	\$	-	\$	154,437.29	99%	\$	1,383.92	\$	-
177	General Conditions	\$	48,913.23	\$	30,365.25	\$	2,148.84	\$	-	\$	32,514.10	66%	\$	16,399.13	\$	-
178	General Requirements	\$	70,614.37	\$	24,706.94	\$	1,918.35	\$	-	\$	26,625.29	38%	\$	43,989.08	\$	2,421.63
179	Owner's Protective/General Liability Insurance	\$	18,097.99	\$	15,023.50	\$	994.41	\$	-	\$	16,017.91	89%	\$	2,080.08	\$	-
180	Builder's Risk Insurance	\$	2,047.25	\$	2,047.25	\$	-	\$	-	\$	2,047.25	100%	\$	0.00	\$	-
181	Construction Contingency	\$	69,000.00	\$	265.57	\$	-	\$	-	\$	265.57	0%	\$	68,734.43	\$	-
182	General Contractor Fee	\$	79,334.18	\$	48,348.57	\$	1,238.04	\$	183.36	\$	49,769.97	63%	\$	29,564.21	\$	-
183	Completion Incentive	\$	18,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	18,400.00	\$	-

184	OFCI Equipment & Materials 1% Management Fee	\$	6,900.00	\$	6,900.00	\$	-	\$	6,900.00	100%	\$	-	\$	-
185	Division 003 - Concrete	\$	181,802.58	\$	154,869.36	\$	-	\$	154,869.36	85%	\$	26,933.22	\$	14,001.34
186	Division 005 - Miscellaneous Metals	\$	84,707.00	\$	70,414.60	\$	5,122.19	\$	75,536.79	89%	\$	9,170.20	\$	6,768.82
187	Division 006 - Wood, Plastics, & Composites	\$	6,144.36	\$	6,144.36	\$	-	\$	6,144.36	100%	\$	(0.00)	\$	-
188	Division 007 - Waterproofing	\$	7,508.19	\$	2,741.62	\$	-	\$	2,741.62	37%	\$	4,766.57	\$	274.16
189	Division 008 - Openings	\$	30,463.57	\$	25,514.44	\$	-	\$	25,514.44	84%	\$	4,949.13	\$	2,501.00
190	Division 009 - Finishes	\$	116,764.68	\$	109,275.63	\$	7,489.05	\$	116,764.68	100%	\$	(0.00)	\$	10,556.80
191	Division 010 - Specialties	\$	1,126.08	\$	513.40	\$	612.68	\$	1,126.08	100%	\$	-	\$	51.34
192	Division 021 - Fire Protection	\$	29,806.00	\$	5,134.75	\$	-	\$	5,134.75	17%	\$	24,671.25	\$	504.28
193	Division 022 & 023 - Plumbing/HVAC/Controls	\$	57,649.02	\$	52,579.81	\$	4,484.00	\$	57,063.81	99%	\$	585.21	\$	5,033.64
194	Division 026 - Electrical/LV Communications	\$	827,520.29	\$	371,208.29	\$	4,146.25	\$	375,354.54	45%	\$	452,165.75	\$	25,605.01
195	Division 031 - Civil/Earthwork	\$	58,504.85	\$	58,504.85	\$	-	\$	58,504.85	100%	\$	(0.00)	\$	4,853.95
196	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	28,371.58	\$	7,116.26	\$	2,214.59	\$	13,645.12	48%	\$	14,726.46	\$	698.65
197	Division 033 - Site Utilities	\$	42,586.00	\$	38,846.34	\$	-	\$	38,846.34	91%	\$	3,739.66	\$	3,884.63
198	Pre-Engineered Metal Buildings (Erection)	\$	155,821.21	\$	146,695.79	\$	-	\$	146,695.79	94%	\$	9,125.42	\$	14,669.58
199	General Conditions	\$	6,379.99	\$	3,960.67	\$	280.28	\$	4,240.96	66%	\$	2,139.03	\$	-
200	General Requirements	\$	9,210.57	\$	3,222.65	\$	250.22	\$	3,472.87	38%	\$	5,737.70	\$	315.86
201	Owner's Protective/General Liability Insurance	\$	2,360.61	\$	1,959.58	\$	129.71	\$	2,089.29	89%	\$	271.32	\$	-
202	Builder's Risk Insurance	\$	267.03	\$	267.03	\$	-	\$	267.03	100%	\$	0.00	\$	-
203	Construction Contingency	\$	9,000.00	\$	34.64	\$	-	\$	34.64	0%	\$	8,965.36	\$	-
204	General Contractor Fee	\$	10,347.94	\$	3,118.02	\$	389.81	\$	3,507.83	34%	\$	6,840.11	\$	-
205	Completion Incentive	\$	2,400.00	\$	-	\$	-	\$	-	0%	\$	2,400.00	\$	-
206	OFCI Equipment & Materials 1% Management Fee	\$	900.00	\$	900.00	\$	-	\$	900.00	100%	\$	-	\$	-
207	Division 003 - Concrete	\$	23,713.38	\$	23,713.38	\$	-	\$	23,713.38	100%	\$	-	\$	2,371.34
208	Division 005 - Miscellaneous Metals	\$	11,048.74	\$	9,184.52	\$	668.11	\$	9,852.63	89%	\$	1,196.11	\$	882.89
209	Division 006 - Wood, Plastics, & Composites	\$	801.44	\$	82.50	\$	-	\$	82.50	10%	\$	718.94	\$	8.25
210	Division 007 - Waterproofing	\$	979.33	\$	289.67	\$	-	\$	289.67	30%	\$	689.66	\$	17.66
211	Division 008 - Openings	\$	3,973.51	\$	2,585.35	\$	-	\$	2,585.35	65%	\$	1,388.16	\$	257.94
212	Division 009 - Finishes	\$	15,230.18	\$	1,142.89	\$	7,459.28	\$	8,602.17	56%	\$	6,628.00	\$	114.29
213	Division 010 - Specialties	\$	146.88	\$	38.21	\$	-	\$	38.21	26%	\$	108.67	\$	3.82
214	Division 021 - Fire Protection	\$	3,887.74	\$	669.75	\$	-	\$	669.75	17%	\$	3,217.99	\$	65.78
215	Division 022 & 023 - Plumbing/HVAC/Controls	\$	7,519.44	\$	2,003.86	\$	-	\$	2,003.86	27%	\$	5,515.58	\$	189.89
216	Division 026 - Electrical/LV Communications	\$	107,937.43	\$	5,300.67	\$	384.29	\$	5,684.96	5%	\$	102,252.47	\$	523.70
217	Division 031 - Civil/Earthwork	\$	7,631.07	\$	7,631.06	\$	-	\$	7,631.06	100%	\$	0.00	\$	617.12
218	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	3,700.64	\$	1,751.08	\$	-	\$	1,751.08	47%	\$	1,949.56	\$	173.42
219	Division 033 - Site Utilities	\$	5,554.70	\$	4,650.90	\$	-	\$	4,650.90	84%	\$	903.80	\$	465.09
220	Pre-Engineered Metal Buildings (Erection)	\$	20,324.51	\$	2,775.16	\$	-	\$	2,775.16	14%	\$	17,549.35	\$	277.52
221	Guard Station (South)	\$	85,619.50	\$	663.27	\$	-	\$	663.27	1%	\$	84,956.23	\$	66.33

222	General Conditions	\$	6,379.99	\$	3,960.67	\$	280.28	\$	-	\$	4,240.96	66%	\$	2,139.03	\$	-
223	General Requirements	\$	9,210.57	\$	3,222.65	\$	250.22	\$	-	\$	3,472.87	38%	\$	5,737.70	\$	315.86
224	Owner's Protective/General Liability Insurance	\$	2,360.61	\$	1,959.58	\$	129.71	\$	-	\$	2,089.29	89%	\$	271.32	\$	-
225	Builder's Risk Insurance	\$	267.03	\$	267.03	\$	-	\$	-	\$	267.03	100%	\$	0.00	\$	-
226	Construction Contingency	\$	9,000.00	\$	34.64	\$	-	\$	-	\$	34.64	0%	\$	8,965.36	\$	-
227	General Contractor Fee	\$	10,347.94	\$	3,075.49	\$	393.11	\$	6.43	\$	3,475.03	34%	\$	6,872.90	\$	-
228	Completion Incentive	\$	2,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	2,400.00	\$	-
229	OFCT Equipment & Materials 1% Management Fee	\$	900.00	\$	900.00	\$	-	\$	-	\$	900.00	100%	\$	-	\$	-
230	Division 003 - Concrete	\$	23,713.38	\$	23,713.38	\$	-	\$	-	\$	23,713.38	100%	\$	-	\$	-
231	Division 005 - Miscellaneous Metals	\$	11,048.74	\$	9,184.52	\$	668.11	\$	-	\$	9,852.63	89%	\$	1,196.11	\$	882.89
232	Division 006 - Wood, Plastics, & Composites	\$	801.44	\$	-	\$	-	\$	-	\$	-	0%	\$	801.44	\$	-
233	Division 007 - Waterproofing	\$	979.33	\$	115.93	\$	-	\$	-	\$	115.93	12%	\$	863.40	\$	11.59
234	Division 008 - Openings	\$	3,973.51	\$	1,937.82	\$	-	\$	-	\$	1,937.82	49%	\$	2,035.69	\$	192.01
235	Division 009 - Finishes	\$	15,230.18	\$	1,132.31	\$	7,459.28	\$	-	\$	8,591.59	56%	\$	6,638.58	\$	113.23
236	Division 010 - Specialties	\$	146.88	\$	24.01	\$	-	\$	-	\$	24.01	16%	\$	122.87	\$	2.40
237	Division 021 - Fire Protection	\$	3,887.74	\$	669.73	\$	-	\$	-	\$	669.73	17%	\$	3,217.99	\$	65.78
238	Division 022 & 023 - Plumbing/HVAC/Controls	\$	7,519.44	\$	1,745.25	\$	-	\$	-	\$	1,745.25	23%	\$	5,774.19	\$	164.03
239	Division 026 - Electrical/LV Communications	\$	107,937.43	\$	5,300.67	\$	384.29	\$	-	\$	5,684.96	5%	\$	102,252.47	\$	523.70
240	Division 031 - Civil/Earthwork	\$	7,631.07	\$	7,631.07	\$	-	\$	-	\$	7,631.07	100%	\$	(0.00)	\$	175.50
241	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	3,700.64	\$	2,123.08	\$	77.70	\$	151.38	\$	2,352.16	64%	\$	1,348.48	\$	210.62
242	Division 033 - Site Utilities	\$	5,554.70	\$	3,863.49	\$	-	\$	-	\$	3,863.49	70%	\$	1,691.21	\$	386.35
243	Pre-Engineered Metal Buildings (Erection)	\$	20,324.51	\$	2,775.16	\$	-	\$	-	\$	2,775.16	14%	\$	17,549.35	\$	277.52
244	Guard Station (North)	\$	85,619.50	\$	663.27	\$	-	\$	-	\$	663.27	1%	\$	84,956.23	\$	66.33
245	Pre-Construction Services	\$	70,000.00	\$	70,000.00	\$	-	\$	-	\$	70,000.00	100%	\$	-	\$	-
CONTRACT VALUES		\$	84,609,604.00	\$	58,086,727.69	\$	3,561,560.73	\$	474,126.75	\$	62,124,577.22	73%	\$	22,485,026.78	\$	3,648,848.34

ALA DOCUMENT G703 CONTINUATION SHEET APRIL 1978 EDITION ALA 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

G703-1978

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NO: 012A

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION DATE: 10/17/2022

Subcontractor's signed certification is attached.

PROJECT NAME: Core Scientific Denton Data Center

PERIOD TO: 10/14/2022

In tabulations below, amounts are stated to the nearest dollar.

CONTRACTORS PROJECT NO: 2229.000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)		J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
2	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
3	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
4	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
5	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
6	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
7	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
8	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
9	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
10	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
11	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
12	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
13	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
14	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
15	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
16	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
17	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
18	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
19	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
20	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
21	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
22	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
23	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
24	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
25	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
26	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
27	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
28	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
29	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
30	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
31	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
32	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
33	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
34	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
35	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
36	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
37	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
38	PCCO #006 - Sure Steel 50MW Steel Fabrication	\$ 1,271,030.00	\$ 1,271,030.00	\$ -	\$ -	\$ 1,271,030.00	100.00%	\$ -	\$ -	\$177,103.00
39	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
40	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
41	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
42	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
43	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
44	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
45	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
46	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22

CONTINUATION SHEET

AIA DOCUMENT G703

 APPLICATION NO: 012A
 APPLICATION DATE: 10/17/2022
 PERIOD TO: 10/14/2022

 AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 Subcontractor's signed certification is attached.

PROJECT NAME: Core Scientific Denton Data Center

CONTRACTORS PROJECT NO: 2229.000

 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Subcontracts where variable retainage for line items may apply.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
47	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
48	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
49	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
50	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
51	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
52	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
53	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
54	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
55	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
56	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
57	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
58	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
59	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
60	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
61	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
62	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
63	PCCO #008 - ANT Farm Temporary Wall Panel	\$ 6,643.00	\$ 6,643.00	\$ -	\$ -	\$ 6,643.00	100.00%	\$ -	\$1,663.80
64	PCCO #009 - ANT Farm Temporary Generator / Relocation	\$ 10,053.00	\$ 10,053.00	\$ -	\$ -	\$ 10,053.00	100.00%	\$ -	\$1,163.80
65	PCCO #010 - South Parcel Technical Building Power	\$ 13,134.00	\$ 13,134.00	\$ -	\$ -	\$ 13,134.00	100.00%	\$ -	\$1,463.20
66	PCCO #010 - Wall Type A at Technical Building Warehouse	\$ 31,192.20	\$ 31,192.20	\$ -	\$ -	\$ 31,192.20	100.00%	\$ -	\$3,119.22
67	PCCO #011 - Fan Array Electrical (Updated Revision)	\$ 182,897.00	\$ 182,897.00	\$ -	\$ -	\$ 182,897.00	100.00%	\$ -	\$18,289.70
68	PCCO #011 - Fan Array Electrical (Updated Revision)	\$ 40,241.00	\$ 40,241.00	\$ -	\$ -	\$ 40,241.00	100.00%	\$ -	\$4,024.10
69	PCCO #011 - Traffic Control Gate Arm	\$ 32,865.00	\$ 32,865.00	\$ -	\$ -	\$ 32,865.00	100.00%	\$ -	\$3,286.50
70	PCCO #011 - ANT Farm Operational Punch List	\$ 32,865.00	\$ 32,865.00	\$ -	\$ -	\$ 32,865.00	100.00%	\$ -	\$3,286.50
71	PCCO #023 - City of Denton Revised Drive Width & Gates	\$ 11,698.00	\$ 11,698.00	\$ -	\$ -	\$ 11,698.00	100.00%	\$ -	\$1,169.80
72	PCCO #024 - Wall Type A at Warehouse	\$ (14,632.00)	\$ (14,632.00)	\$ -	\$ -	\$ (14,632.00)	100.00%	\$ -	\$ (1,463.20)
73	PCCO #025 - Changing Galv Bolts to Red Iron	\$ (54,856.00)	\$ (54,856.00)	\$ -	\$ -	\$ (54,856.00)	100.00%	\$ -	\$ (5,485.60)
74	(VE Lighting)	\$ (293,061.00)	\$ (275,500.00)	\$ (17,561.00)	\$ -	\$ (293,061.00)	95.71%	\$ (17,561.00)	\$ (23,450.00)
75	(MV Revisions)	\$ 228,606.00	\$ 213,606.00	\$ 15,000.00	\$ -	\$ 228,606.00	82.36%	\$ 15,000.00	\$19,410.60
76	PCCO #029 - North & South Substation MV Terminations	\$ 106,853.00	\$ 88,000.00	\$ -	\$ -	\$ 106,853.00	82.36%	\$ 18,853.00	\$8,800.00
77	PCCO #016 - PCCO #033 Execution	\$ (19,789.00)	\$ -	\$ -	\$ -	\$ (19,789.00)	100.00%	\$ -	\$ (1,978.90)
78	PCCO #016 - PCCO #033 Execution	\$ (64,143.00)	\$ -	\$ -	\$ -	\$ (64,143.00)	100.00%	\$ -	\$ (6,414.30)
79	CE #034 - Equipment Pad Beneath Switchgear RFI #060	\$ 22,900.00	\$ 16,250.00	\$ -	\$ -	\$ 22,900.00	70.96%	\$ 6,650.00	\$1,516.20
80	CE #035 - Redesign Liquid Line Insulation RFI #091	\$ 9,034.00	\$ 9,034.00	\$ -	\$ -	\$ 9,034.00	42.11%	\$ 4,966.00	\$903.40
81	CE #037 - Additional LV Cable at Technical Buildings RFI #039, #046, #081	\$ 1,425,044.20	\$ 27,755,283.20	\$ -	\$ -	\$ 1,425,044.20	194%	\$ 25,362.00	\$276,969.52
GRAND TOTALS									

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

McCARTHY**Application for Payment**To Owner: Core Scientific, Inc.
From Contractor: McCarthy Building CompaniesProject: Core Scientific Data Center
Via Architect:Application No: 002229.000.0128
Period To: 10/31/22
Project No: 002229.000**Application for Payment**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	
2. Net Change by Change Orders		\$87,856,080.20
3. CONTRACT SUM TO DATE		\$87,856,080.20
4. TOTAL COMPLETED & STORED TO DATE		\$68,933,509.73
5. RETAINAGE		
a. 6.46% of Completed Work		\$3,925,817.86
b. .00% of Stored Material		\$-
Total Retainage		\$3,925,817.86
6. TOTAL PAID/LESS RETAINAGE		\$65,007,711.87
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$80,778,211.47
8. CURRENT PAYMENT DUE		\$4,229,500.40
9. BALANCE TO FINISH	\$	18,466,719.47

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By:

Date: 10/31/2022

State of: Texas

County of: Dallas

Subscribed and sworn to (or affirmed) before me on this ___ day of _____, 2022, by Michael S. Harkins, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public:

My Commission Expires:

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Owner's Approval for Payment

By:

Date:

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF THREE PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT

Contractor's signed Certification is attached.

PROJECT: Core Scientific Denton Data Center

APPLICATION NUMBER: 012B

APPLICATION DATE: 10/31/22

In tabulations below, amounts are stated to the nearest dollar.

PO #: 2229

PERIOD FROM: 10/15/22

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR'S PROJECT NO: 2229

TO: 10/31/22

A	B	C	D	E	F	G	I	H	J
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	Previous Applications	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH	RETAINAGE 10%
				This Application Work in Place	Stored Materials (not in D or E)				
1	General Conditions	\$ 174,386.28	\$ 115,919.91	\$ 5,955.53	\$ -	\$ 121,875.43	70%	\$ 52,510.85	\$ -
2	General Requirements	\$ 251,755.58	\$ 94,925.03	\$ 3,230.51	\$ -	\$ 98,155.54	39%	\$ 153,600.04	\$ 8,633.64
3	Owner's Protective/General Liability Insurance	\$ 64,523.26	\$ 57,107.31	\$ -	\$ -	\$ 57,107.31	89%	\$ 7,415.95	\$ -
4	Builder's Risk Insurance	\$ 7,298.90	\$ 7,298.90	\$ -	\$ -	\$ 7,298.90	100%	\$ 0.00	\$ -
5	Construction Contingency	\$ 246,000.00	\$ 946.82	\$ -	\$ -	\$ 946.82	0%	\$ 245,053.18	\$ -
6	General Contractor Fee	\$ 282,843.58	\$ 220,185.31	\$ 12,974.01	\$ -	\$ 233,159.32	82%	\$ 49,684.27	\$ -
7	Completion Incentive	\$ 65,600.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,600.00	\$ -
8	OFCI Equipment & Materials 1% Management Fee	\$ 24,600.00	\$ 24,600.00	\$ -	\$ -	\$ 24,600.00	100%	\$ -	\$ -
9	Division 003 - Concrete	\$ 648,165.72	\$ 648,165.72	\$ -	\$ -	\$ 648,165.72	100%	\$ -	\$ 64,816.57
10	Division 005 - Miscellaneous Metals	\$ 301,998.87	\$ 301,125.10	\$ -	\$ -	\$ 301,125.10	100%	\$ 873.77	\$ 27,314.32
11	Division 006 - Wood, Plastics, & Composites	\$ 21,905.97	\$ 19,555.46	\$ -	\$ -	\$ 19,555.46	89%	\$ 2,350.51	\$ 1,164.90
12	Division 007 - Waterproofing	\$ 26,768.33	\$ 13,084.00	\$ 2,061.35	\$ -	\$ 15,145.35	57%	\$ 11,622.98	\$ 777.06
13	Division 008 - Openings	\$ 108,609.25	\$ 93,461.56	\$ 162.85	\$ -	\$ 93,624.41	86%	\$ 14,984.83	\$ 9,318.15
14	Division 009 - Finishes	\$ 416,291.45	\$ 366,925.16	\$ 8,265.12	\$ -	\$ 375,190.28	90%	\$ 41,101.17	\$ 33,895.70
15	Division 010 - Specialties	\$ 4,014.72	\$ 3,708.33	\$ -	\$ -	\$ 3,708.33	92%	\$ 306.39	\$ 163.44
16	Division 021 - Fire Protection	\$ 106,264.87	\$ 97,106.50	\$ 3,667.23	\$ -	\$ 100,773.73	95%	\$ 5,491.14	\$ 9,517.85
17	Division 022 & 023 - Plumbing/HVAC/Controls	\$ 205,531.28	\$ 68,907.58	\$ 5,079.00	\$ -	\$ 73,986.58	36%	\$ 131,544.70	\$ 2,309.96
18	Division 026 - Electrical/LV Communications	\$ 2,950,289.73	\$ 2,329,778.00	\$ 276,849.29	\$ -	\$ 2,606,627.29	88%	\$ 343,662.44	\$ 141,041.58
19	Division 031 - Civil/Earthwork	\$ 208,582.50	\$ 208,582.50	\$ -	\$ -	\$ 208,582.50	100%	\$ (0.00)	\$ 16,731.91
20	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$ 101,150.85	\$ 64,045.85	\$ -	\$ -	\$ 64,045.85	63%	\$ 37,105.00	\$ 6,358.34
21	Division 033 - Site Utilities	\$ 151,828.33	\$ 151,053.49	\$ -	\$ -	\$ 151,053.49	99%	\$ 774.84	\$ 15,105.35
22	Pre-Engineered Metal Buildings (Erection)	\$ 555,536.47	\$ 555,536.47	\$ -	\$ -	\$ 555,536.47	100%	\$ -	\$ 50,684.69
23	General Conditions	\$ 336,012.60	\$ 223,357.80	\$ 11,475.28	\$ -	\$ 234,833.09	70%	\$ 101,179.51	\$ -
24	General Requirements	\$ 485,090.02	\$ 182,904.30	\$ 6,224.65	\$ -	\$ 189,128.95	39%	\$ 295,961.07	\$ 16,635.54
25	Owner's Protective/General Liability Insurance	\$ 124,325.30	\$ 110,036.03	\$ -	\$ -	\$ 110,036.03	89%	\$ 14,289.27	\$ -
26	Builder's Risk Insurance	\$ 14,063.74	\$ 14,063.74	\$ -	\$ -	\$ 14,063.74	100%	\$ (0.00)	\$ -
27	Construction Contingency	\$ 474,000.00	\$ 1,824.36	\$ 216,000.00	\$ -	\$ 217,824.36	46%	\$ 256,175.64	\$ -
28	General Contractor Fee	\$ 544,991.30	\$ 418,696.61	\$ 34,888.28	\$ -	\$ 453,584.89	83%	\$ 91,406.41	\$ -
29	Completion Incentive	\$ 126,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 126,400.00	\$ -

30	OFCT Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
31	Division 003 - Concrete	\$	1,248,904.68	\$	1,248,904.68	\$	-	\$	-	\$	1,248,904.68	100%	\$	-	\$	109,967.13
32	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	580,510.00	\$	-	\$	-	\$	580,510.00	100%	\$	1,390.25	\$	52,659.36
33	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	37,726.05	\$	-	\$	-	\$	37,726.05	89%	\$	4,483.02	\$	2,246.48
34	Division 007 - Waterproofing	\$	51,577.99	\$	25,238.41	\$	3,976.50	\$	-	\$	29,214.91	57%	\$	22,363.08	\$	1,498.84
35	Division 008 - Openings	\$	209,271.47	\$	180,206.97	\$	313.79	\$	-	\$	180,520.76	86%	\$	28,750.72	\$	17,966.68
36	Division 009 - Finishes	\$	802,122.55	\$	625,997.66	\$	6,131.94	\$	-	\$	632,129.60	79%	\$	169,992.95	\$	47,517.01
37	Division 010 - Specialties	\$	7,735.68	\$	6,141.26	\$	-	\$	-	\$	6,141.26	79%	\$	1,594.42	\$	315.24
38	Division 021 - Fire Protection	\$	204,754.25	\$	200,273.50	\$	4,480.75	\$	-	\$	204,754.25	100%	\$	0.00	\$	19,164.15
39	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	140,422.74	\$	15,722.00	\$	-	\$	156,144.74	39%	\$	239,878.94	\$	3,461.48
40	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	4,349,610.99	\$	556,575.72	\$	-	\$	4,906,186.71	86%	\$	778,517.88	\$	290,301.17
41	Division 031 - Civil/Earthwork	\$	401,902.86	\$	401,902.86	\$	-	\$	-	\$	401,902.86	100%	\$	0.00	\$	24,597.36
42	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	123,492.40	\$	-	\$	-	\$	123,492.40	63%	\$	71,408.03	\$	12,260.13
43	Division 033 - Site Utilities	\$	292,547.27	\$	291,182.87	\$	-	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	29,118.29
44	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,070,423.93	\$	-	\$	-	\$	1,070,423.93	100%	\$	-	\$	103,434.00
45	General Conditions	\$	336,012.60	\$	223,357.80	\$	11,475.28	\$	-	\$	234,833.09	70%	\$	101,179.51	\$	-
46	General Requirements	\$	485,090.02	\$	182,904.30	\$	6,224.65	\$	-	\$	189,128.95	39%	\$	295,961.07	\$	16,635.54
47	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	110,036.03	\$	-	\$	-	\$	110,036.03	89%	\$	14,289.27	\$	-
48	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
49	Construction Contingency	\$	474,000.00	\$	1,824.36	\$	216,000.00	\$	-	\$	217,824.36	46%	\$	256,175.64	\$	-
50	General Contractor Fee	\$	544,991.30	\$	466,243.20	\$	19,162.14	\$	-	\$	485,405.34	89%	\$	59,585.95	\$	-
51	Completion Incentive	\$	126,400.00	\$	-	\$	126,400.00	\$	-	\$	126,400.00	100%	\$	-	\$	-
52	OFCT Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
53	Division 003 - Concrete	\$	1,248,904.68	\$	1,248,904.68	\$	-	\$	-	\$	1,248,904.68	100%	\$	-	\$	109,967.13
54	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	580,510.00	\$	-	\$	-	\$	580,510.00	100%	\$	1,390.25	\$	52,659.36
55	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	37,726.05	\$	-	\$	-	\$	37,726.05	89%	\$	4,483.02	\$	2,246.48
56	Division 007 - Waterproofing	\$	51,577.99	\$	25,238.41	\$	3,976.50	\$	-	\$	29,214.91	57%	\$	22,363.08	\$	1,498.84
57	Division 008 - Openings	\$	209,271.47	\$	180,206.97	\$	313.79	\$	-	\$	180,520.76	86%	\$	28,750.72	\$	17,966.68
58	Division 009 - Finishes	\$	802,122.55	\$	633,759.83	\$	4,944.77	\$	-	\$	638,704.60	80%	\$	163,417.95	\$	59,036.62
59	Division 010 - Specialties	\$	7,735.68	\$	7,735.68	\$	-	\$	-	\$	7,735.68	100%	\$	-	\$	315.24
60	Division 021 - Fire Protection	\$	204,754.25	\$	193,023.50	\$	3,317.07	\$	-	\$	196,340.57	96%	\$	8,413.68	\$	18,714.15
61	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	337,674.47	\$	34,551.00	\$	-	\$	372,225.47	94%	\$	23,798.21	\$	25,077.25
62	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	5,268,995.90	\$	43,670.90	\$	-	\$	5,312,666.80	93%	\$	372,037.80	\$	499,709.93
63	Division 031 - Civil/Earthwork	\$	401,902.86	\$	401,902.86	\$	-	\$	-	\$	401,902.86	100%	\$	0.00	\$	24,597.36
64	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	123,492.40	\$	-	\$	-	\$	123,492.40	63%	\$	71,408.03	\$	12,260.13
65	Division 033 - Site Utilities	\$	292,547.27	\$	291,182.87	\$	-	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	29,118.29
66	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,070,423.93	\$	-	\$	-	\$	1,070,423.93	100%	\$	-	\$	106,484.70
67	General Conditions	\$	336,012.60	\$	223,357.80	\$	11,475.28	\$	-	\$	234,833.09	70%	\$	101,179.51	\$	-

68	General Requirements	\$	485,090.02	\$	182,904.30	\$	6,224.65	\$	-	\$	189,128.95	39%	\$	295,961.07	\$	-
69	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	110,036.03	\$	-	\$	-	\$	110,036.03	89%	\$	14,289.27	\$	-
70	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
71	Construction Contingency	\$	474,000.00	\$	1,824.36	\$	216,000.00	\$	-	\$	217,824.36	46%	\$	256,175.64	\$	-
72	General Contractor Fee	\$	544,991.30	\$	494,102.63	\$	10,572.72	\$	-	\$	504,675.35	93%	\$	40,315.95	\$	-
73	Completion Incentive	\$	126,400.00	\$	126,400.00	\$	-	\$	-	\$	126,400.00	100%	\$	-	\$	-
74	OFCL Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
75	Division 003 - Concrete	\$	1,248,904.68	\$	1,248,904.68	\$	-	\$	-	\$	1,248,904.68	100%	\$	-	\$	-
76	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	518,905.00	\$	-	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	-
77	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	37,726.05	\$	-	\$	-	\$	37,726.05	89%	\$	4,483.02	\$	-
78	Division 007 - Waterproofing	\$	51,577.99	\$	25,238.41	\$	3,976.50	\$	-	\$	29,214.91	57%	\$	22,363.08	\$	-
79	Division 008 - Openings	\$	209,271.47	\$	205,664.19	\$	313.79	\$	-	\$	205,977.98	98%	\$	3,293.50	\$	-
80	Division 009 - Finishes	\$	802,122.55	\$	742,975.22	\$	4,944.77	\$	-	\$	747,919.99	93%	\$	54,202.56	\$	-
81	Division 010 - Specialties	\$	7,735.68	\$	7,735.68	\$	-	\$	-	\$	7,735.68	100%	\$	-	\$	-
82	Division 021 - Fire Protection	\$	204,754.25	\$	194,023.50	\$	2,056.37	\$	-	\$	196,079.87	96%	\$	8,674.38	\$	-
83	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	394,238.89	\$	-	\$	-	\$	394,238.89	100%	\$	1,784.79	\$	-
84	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	5,667,479.35	\$	3,778.57	\$	-	\$	5,671,257.92	100%	\$	13,446.68	\$	-
85	Division 031 - Civil/Earthwork	\$	401,902.86	\$	401,902.86	\$	-	\$	-	\$	401,902.86	100%	\$	0.00	\$	-
86	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	123,492.40	\$	-	\$	-	\$	123,492.40	63%	\$	71,408.03	\$	-
87	Division 033 - Site Utilities	\$	292,547.27	\$	291,182.87	\$	-	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	-
88	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,070,423.93	\$	-	\$	-	\$	1,070,423.93	100%	\$	-	\$	-
89	General Conditions	\$	161,626.31	\$	107,437.94	\$	5,519.76	\$	-	\$	112,957.69	70%	\$	48,668.62	\$	-
90	General Requirements	\$	233,334.44	\$	87,979.28	\$	2,994.14	\$	-	\$	90,973.42	39%	\$	142,361.02	\$	8,001.91
91	Owner's Protective/General Liability Insurance	\$	59,802.04	\$	52,928.74	\$	-	\$	-	\$	52,928.74	89%	\$	6,873.30	\$	-
92	Builder's Risk Insurance	\$	6,764.84	\$	6,764.84	\$	-	\$	-	\$	6,764.84	100%	\$	(0.00)	\$	-
93	Construction Contingency	\$	228,000.00	\$	877.54	\$	-	\$	-	\$	877.54	0%	\$	227,122.46	\$	-
94	General Contractor Fee	\$	262,147.71	\$	235,457.61	\$	903.48	\$	-	\$	236,361.10	90%	\$	25,786.61	\$	-
95	Completion Incentive	\$	60,800.00	\$	-	\$	-	\$	-	\$	-	0%	\$	60,800.00	\$	-
96	OFCL Equipment & Materials 1% Management Fee	\$	22,800.00	\$	22,800.00	\$	-	\$	-	\$	22,800.00	100%	\$	-	\$	-
97	Division 003 - Concrete	\$	600,738.96	\$	600,738.96	\$	-	\$	-	\$	600,738.96	100%	\$	-	\$	46,446.48
98	Division 005 - Miscellaneous Metals	\$	279,901.39	\$	279,569.85	\$	-	\$	-	\$	279,569.85	100%	\$	331.54	\$	25,363.54
99	Division 006 - Wood, Plastics, & Composites	\$	20,303.10	\$	7,722.58	\$	-	\$	-	\$	7,722.58	38%	\$	12,580.52	\$	-
100	Division 007 - Waterproofing	\$	24,809.67	\$	8,821.49	\$	2,373.49	\$	-	\$	11,194.98	45%	\$	13,614.69	\$	882.15
101	Division 008 - Openings	\$	100,662.23	\$	82,940.67	\$	150.94	\$	-	\$	83,091.61	83%	\$	17,570.62	\$	8,132.11
102	Division 009 - Finishes	\$	385,831.10	\$	378,535.71	\$	2,378.50	\$	-	\$	380,914.21	99%	\$	4,916.89	\$	34,737.95
103	Division 010 - Specialties	\$	3,720.96	\$	3,720.96	\$	-	\$	-	\$	3,720.96	100%	\$	-	\$	165.42
104	Division 021 - Fire Protection	\$	98,489.39	\$	92,967.00	\$	1,889.14	\$	-	\$	94,856.14	96%	\$	3,633.25	\$	8,416.30
105	Division 022 & 023 - Plumbing/HVAC/Controls	\$	190,492.40	\$	187,904.17	\$	808.00	\$	-	\$	188,712.17	99%	\$	1,780.23	\$	17,788.42
106	Division 026 - Electrical/LV Communications	\$	2,734,414.87	\$	2,733,449.98	\$	194.37	\$	-	\$	2,733,644.35	100%	\$	770.52	\$	262,280.09
107	Division 031 - Civil/Earthwork	\$	193,320.36	\$	193,320.36	\$	-	\$	-	\$	193,320.36	100%	\$	0.00	\$	15,583.72

108	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	93,749.57	\$	44,475.66	\$	4,950.14	\$	-	\$	49,425.80	53%	\$	44,323.77	\$	2,308.60
109	Division 033 - Site Utilities	\$	140,718.94	\$	127,188.52	\$	-	\$	-	\$	127,188.52	90%	\$	13,530.42	\$	12,718.85
110	Pre-Engineered Metal Buildings (Erection)	\$	514,887.46	\$	514,887.46	\$	-	\$	-	\$	514,887.46	100%	\$	-	\$	51,395.74
111	General Conditions	\$	336,012.60	\$	223,357.80	\$	11,475.28	\$	-	\$	234,833.09	70%	\$	101,179.51	\$	-
112	General Requirements	\$	485,090.02	\$	182,904.30	\$	6,224.65	\$	-	\$	189,128.95	39%	\$	295,961.07	\$	16,635.54
113	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	110,036.03	\$	-	\$	-	\$	110,036.03	89%	\$	14,289.27	\$	-
114	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
115	Construction Contingency	\$	474,000.00	\$	1,824.36	\$	216,000.00	\$	-	\$	217,824.36	46%	\$	256,175.64	\$	-
116	General Contractor Fee	\$	544,991.30	\$	322,394.92	\$	36,935.32	\$	-	\$	359,330.24	66%	\$	185,661.05	\$	-
117	Completion Incentive	\$	126,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	126,400.00	\$	-
118	OFCL Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
119	Division 003 - Concrete	\$	1,248,904.68	\$	996,888.94	\$	111,457.40	\$	-	\$	1,108,346.34	89%	\$	140,558.34	\$	96,599.19
120	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	518,905.00	\$	-	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	46,498.86
121	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	15,261.30	\$	-	\$	-	\$	15,261.30	36%	\$	26,947.77	\$	-
122	Division 007 - Waterproofing	\$	51,577.99	\$	18,275.05	\$	4,915.59	\$	-	\$	23,190.64	45%	\$	28,387.35	\$	1,827.51
123	Division 008 - Openings	\$	209,271.47	\$	172,059.07	\$	313.79	\$	-	\$	172,372.86	82%	\$	36,898.62	\$	16,870.49
124	Division 009 - Finishes	\$	802,122.55	\$	584,799.15	\$	25,589.86	\$	-	\$	610,389.01	76%	\$	191,733.54	\$	7,539.66
125	Division 010 - Specialties	\$	7,735.68	\$	4,209.51	\$	-	\$	-	\$	4,209.51	54%	\$	3,526.17	\$	342.75
126	Division 021 - Fire Protection	\$	204,754.25	\$	184,273.50	\$	5,371.29	\$	-	\$	189,644.79	93%	\$	15,109.46	\$	14,164.15
127	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	191,123.24	\$	-	\$	-	\$	191,123.24	48%	\$	204,900.44	\$	15,216.43
128	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	2,613,128.99	\$	368,565.72	\$	-	\$	2,981,694.71	52%	\$	2,703,009.88	\$	171,452.97
129	Division 031 - Civil/Earthwork	\$	401,902.86	\$	344,380.69	\$	9,652.47	\$	-	\$	354,033.16	88%	\$	47,869.70	\$	32,274.48
130	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	92,296.77	\$	10,251.92	\$	-	\$	102,548.69	53%	\$	92,351.73	\$	4,799.45
131	Division 033 - Site Utilities	\$	292,547.27	\$	264,102.49	\$	-	\$	-	\$	264,102.49	90%	\$	28,444.78	\$	26,410.25
132	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	970,147.43	\$	99,248.46	\$	-	\$	1,069,395.89	100%	\$	1,028.04	\$	65,924.06
133	General Conditions	\$	336,012.60	\$	223,357.80	\$	11,475.28	\$	-	\$	234,833.09	70%	\$	101,179.51	\$	-
134	General Requirements	\$	485,090.02	\$	182,904.30	\$	6,224.65	\$	-	\$	189,128.95	39%	\$	295,961.07	\$	16,635.54
135	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	110,036.03	\$	-	\$	-	\$	110,036.03	89%	\$	14,289.27	\$	-
136	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
137	Construction Contingency	\$	474,000.00	\$	1,824.36	\$	216,000.00	\$	-	\$	217,824.36	46%	\$	256,175.64	\$	-
138	General Contractor Fee	\$	544,991.30	\$	259,520.80	\$	38,061.38	\$	-	\$	297,582.17	55%	\$	247,409.12	\$	-
139	Completion Incentive	\$	126,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	126,400.00	\$	-
140	OFCL Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
141	Division 003 - Concrete	\$	1,248,904.68	\$	998,183.00	\$	107,277.02	\$	-	\$	1,095,460.02	88%	\$	153,444.66	\$	95,728.60
142	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	518,905.00	\$	-	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	46,498.86
143	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	15,261.30	\$	-	\$	-	\$	15,261.30	36%	\$	26,947.77	\$	-
144	Division 007 - Waterproofing	\$	51,577.99	\$	18,275.05	\$	4,915.59	\$	-	\$	23,190.64	45%	\$	28,387.35	\$	1,827.51
145	Division 008 - Openings	\$	209,271.47	\$	172,059.07	\$	313.79	\$	-	\$	172,372.86	82%	\$	36,898.62	\$	16,870.49

146	Division 009 - Finishes	\$	802,122.55	\$	483,030.29	\$	4,944.77	\$	-	\$	487,975.06	61%	\$	314,147.49	\$	6,582.99
147	Division 010 - Specialties	\$	7,735.68	\$	4,209.52	\$	-	\$	-	\$	4,209.52	54%	\$	3,526.16	\$	342.75
148	Division 021 - Fire Protection	\$	204,754.25	\$	147,773.50	\$	3,556.37	\$	-	\$	151,329.87	74%	\$	53,424.38	\$	14,164.15
149	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	161,592.24	\$	-	\$	-	\$	161,592.24	41%	\$	234,431.44	\$	15,216.43
150	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	1,793,623.47	\$	174,670.90	\$	-	\$	1,968,294.37	35%	\$	3,716,410.23	\$	144,102.97
151	Division 031 - Civil/Earthwork	\$	401,902.86	\$	344,380.69	\$	9,652.48	\$	-	\$	354,033.17	88%	\$	47,869.69	\$	32,274.48
152	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	92,296.77	\$	10,251.92	\$	-	\$	102,548.69	53%	\$	92,351.73	\$	4,799.45
153	Division 033 - Site Utilities	\$	292,547.27	\$	264,102.49	\$	-	\$	-	\$	264,102.49	90%	\$	28,444.78	\$	26,410.25
154	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	486,767.69	\$	346,279.02	\$	-	\$	833,046.71	78%	\$	237,377.22	\$	19,789.32
155	General Conditions	\$	48,913.23	\$	32,514.09	\$	1,670.45	\$	-	\$	34,184.55	70%	\$	14,728.68	\$	-
156	General Requirements	\$	70,614.37	\$	26,625.29	\$	906.12	\$	-	\$	27,531.41	39%	\$	43,082.96	\$	-
157	Owner's Protective/General Liability Insurance	\$	18,097.99	\$	16,017.91	\$	-	\$	-	\$	16,017.91	89%	\$	2,080.08	\$	-
158	Builder's Risk Insurance	\$	2,047.25	\$	2,047.25	\$	-	\$	-	\$	2,047.25	100%	\$	0.00	\$	-
159	Construction Contingency	\$	69,000.00	\$	265.57	\$	-	\$	-	\$	265.57	0%	\$	68,734.43	\$	-
160	General Contractor Fee	\$	79,334.18	\$	59,302.69	\$	151.52	\$	-	\$	59,454.21	75%	\$	19,879.97	\$	-
161	Completion Incentive	\$	18,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	18,400.00	\$	-
162	OFCE Equipment & Materials 1% Management Fee	\$	6,900.00	\$	6,900.00	\$	-	\$	-	\$	6,900.00	100%	\$	-	\$	-
163	Division 003 - Concrete	\$	181,802.58	\$	181,802.58	\$	-	\$	-	\$	181,802.58	100%	\$	-	\$	-
164	Division 005 - Miscellaneous Metals	\$	84,707.00	\$	75,536.79	\$	-	\$	-	\$	75,536.79	89%	\$	9,170.21	\$	-
165	Division 006 - Wood, Plastics, & Composites	\$	6,144.36	\$	6,144.36	\$	-	\$	-	\$	6,144.36	100%	\$	(0.00)	\$	-
166	Division 007 - Waterproofing	\$	7,508.19	\$	3,709.41	\$	584.78	\$	-	\$	4,294.19	57%	\$	3,214.00	\$	-
167	Division 008 - Openings	\$	30,463.57	\$	30,295.94	\$	45.68	\$	-	\$	30,341.62	100%	\$	121.95	\$	-
168	Division 009 - Finishes	\$	116,764.68	\$	116,764.68	\$	-	\$	-	\$	116,764.68	100%	\$	(0.00)	\$	-
169	Division 010 - Specialties	\$	1,126.08	\$	1,126.08	\$	-	\$	-	\$	1,126.08	100%	\$	-	\$	-
170	Division 021 - Fire Protection	\$	29,806.00	\$	5,134.75	\$	299.35	\$	-	\$	5,434.10	18%	\$	24,371.90	\$	-
171	Division 022 & 023 - Plumbing/HVAC/Controls	\$	57,649.02	\$	56,860.36	\$	-	\$	-	\$	56,860.36	99%	\$	788.66	\$	-
172	Division 026 - Electrical/LV Communications	\$	827,520.29	\$	577,444.52	\$	58.82	\$	-	\$	577,503.34	70%	\$	250,016.95	\$	-
173	Division 031 - Civil/Earthwork	\$	58,504.85	\$	58,504.84	\$	-	\$	-	\$	58,504.84	100%	\$	0.00	\$	-
174	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	28,371.58	\$	18,087.85	\$	-	\$	-	\$	18,087.85	64%	\$	10,283.73	\$	-
175	Division 033 - Site Utilities	\$	42,586.00	\$	42,551.66	\$	-	\$	-	\$	42,551.66	100%	\$	34.33	\$	-
176	Pre-Engineered Metal Buildings (Erection)	\$	155,821.21	\$	154,437.29	\$	-	\$	-	\$	154,437.29	99%	\$	1,383.92	\$	-
177	General Conditions	\$	48,913.23	\$	32,514.09	\$	1,670.45	\$	-	\$	34,184.55	70%	\$	14,728.68	\$	-
178	General Requirements	\$	70,614.37	\$	26,625.29	\$	906.12	\$	-	\$	27,531.41	39%	\$	43,082.96	\$	2,421.63
179	Owner's Protective/General Liability Insurance	\$	18,097.99	\$	16,017.91	\$	-	\$	-	\$	16,017.91	89%	\$	2,080.08	\$	-
180	Builder's Risk Insurance	\$	2,047.25	\$	2,047.25	\$	-	\$	-	\$	2,047.25	100%	\$	0.00	\$	-
181	Construction Contingency	\$	69,000.00	\$	265.57	\$	-	\$	-	\$	265.57	0%	\$	68,734.43	\$	-
182	General Contractor Fee	\$	79,334.18	\$	49,769.97	\$	4,768.28	\$	-	\$	54,538.25	69%	\$	24,795.93	\$	-
183	Completion Incentive	\$	18,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	18,400.00	\$	-

184	OFCEI Equipment & Materials 1% Management Fee	\$	6,900.00	\$	6,900.00	\$	-	\$	6,900.00	100%	\$	-	\$	-
185	Division 003 - Concrete	\$	181,802.58	\$	154,869.36	\$	26,933.22	\$	181,802.58	100%	\$	-	\$	14,001.34
186	Division 005 - Miscellaneous Metals	\$	84,707.00	\$	75,536.79	\$	-	\$	75,536.79	89%	\$	9,170.21	\$	6,768.82
187	Division 006 - Wood, Plastics, & Composites	\$	6,144.36	\$	6,144.36	\$	-	\$	6,144.36	100%	\$	(0.00)	\$	-
188	Division 007 - Waterproofing	\$	7,508.19	\$	2,741.62	\$	739.28	\$	3,480.90	46%	\$	4,027.28	\$	274.16
189	Division 008 - Openings	\$	30,463.57	\$	25,514.44	\$	45.68	\$	25,560.12	84%	\$	4,903.45	\$	2,501.00
190	Division 009 - Finishes	\$	116,764.68	\$	116,764.68	\$	-	\$	116,764.68	100%	\$	(0.01)	\$	10,556.80
191	Division 010 - Specialties	\$	1,126.08	\$	1,126.08	\$	-	\$	1,126.08	100%	\$	-	\$	51.34
192	Division 021 - Fire Protection	\$	29,806.00	\$	5,134.75	\$	299.35	\$	5,434.10	18%	\$	24,371.90	\$	504.28
193	Division 022 & 023 - Plumbing/HVAC/Controls	\$	57,649.02	\$	57,063.81	\$	-	\$	57,063.81	99%	\$	585.21	\$	5,033.64
194	Division 026 - Electrical/LV Communications	\$	827,520.29	\$	375,354.54	\$	80,058.82	\$	455,413.36	55%	\$	372,106.93	\$	25,605.01
195	Division 031 - Civil/Earthwork	\$	58,504.85	\$	58,504.85	\$	-	\$	58,504.85	100%	\$	(0.00)	\$	4,853.95
196	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	28,371.58	\$	13,645.12	\$	1,541.85	\$	15,186.97	54%	\$	13,184.61	\$	698.65
197	Division 033 - Site Utilities	\$	42,586.00	\$	38,846.34	\$	-	\$	38,846.34	91%	\$	3,739.66	\$	3,884.63
198	Pre-Engineered Metal Buildings (Erection)	\$	155,821.21	\$	146,695.79	\$	-	\$	146,695.79	94%	\$	9,125.42	\$	14,669.58
199	General Conditions	\$	6,379.99	\$	4,240.95	\$	217.89	\$	4,458.84	70%	\$	1,921.15	\$	-
200	General Requirements	\$	9,210.57	\$	3,472.87	\$	118.19	\$	3,591.06	39%	\$	5,619.51	\$	315.86
201	Owner's Protective/General Liability Insurance	\$	2,360.61	\$	2,089.29	\$	-	\$	2,089.29	89%	\$	271.32	\$	-
202	Builder's Risk Insurance	\$	267.03	\$	267.03	\$	-	\$	267.03	100%	\$	0.00	\$	-
203	Construction Contingency	\$	9,000.00	\$	34.64	\$	-	\$	34.64	0%	\$	8,965.36	\$	-
204	General Contractor Fee	\$	10,347.94	\$	3,507.83	\$	2,954.07	\$	6,461.90	62%	\$	3,886.03	\$	-
205	Completion Incentive	\$	2,400.00	\$	-	\$	-	\$	-	0%	\$	2,400.00	\$	-
206	OFCEI Equipment & Materials 1% Management Fee	\$	900.00	\$	900.00	\$	-	\$	900.00	100%	\$	-	\$	-
207	Division 003 - Concrete	\$	23,713.38	\$	23,713.38	\$	-	\$	23,713.38	100%	\$	-	\$	2,371.34
208	Division 005 - Miscellaneous Metals	\$	11,048.74	\$	9,852.63	\$	-	\$	9,852.63	89%	\$	1,196.11	\$	882.89
209	Division 006 - Wood, Plastics, & Composites	\$	801.44	\$	82.50	\$	-	\$	82.50	10%	\$	718.94	\$	8.25
210	Division 007 - Waterproofing	\$	979.33	\$	289.67	\$	43.86	\$	333.53	34%	\$	645.80	\$	17.66
211	Division 008 - Openings	\$	3,973.51	\$	2,585.35	\$	5.96	\$	2,591.31	65%	\$	1,382.20	\$	257.94
212	Division 009 - Finishes	\$	15,230.18	\$	8,602.17	\$	813.70	\$	9,415.87	62%	\$	5,814.31	\$	114.29
213	Division 010 - Specialties	\$	146.88	\$	38.21	\$	-	\$	38.21	26%	\$	108.67	\$	3.82
214	Division 021 - Fire Protection	\$	3,887.74	\$	669.75	\$	39.05	\$	708.80	18%	\$	3,178.94	\$	65.78
215	Division 022 & 023 - Plumbing/HVAC/Controls	\$	7,519.44	\$	2,003.86	\$	-	\$	2,003.86	27%	\$	5,515.58	\$	189.89
216	Division 026 - Electrical/LV Communications	\$	107,937.43	\$	5,684.96	\$	7.67	\$	5,692.63	5%	\$	102,244.80	\$	523.70
217	Division 031 - Civil/Earthwork	\$	7,631.07	\$	7,631.06	\$	-	\$	7,631.06	100%	\$	0.00	\$	617.12
218	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	3,700.64	\$	1,751.08	\$	54.10	\$	1,805.18	49%	\$	1,895.46	\$	173.42
219	Division 033 - Site Utilities	\$	5,554.70	\$	4,650.90	\$	-	\$	4,650.90	84%	\$	903.80	\$	465.09
220	Pre-Engineered Metal Buildings (Erection)	\$	20,324.51	\$	2,775.16	\$	-	\$	2,775.16	14%	\$	17,549.35	\$	277.52
221	Guard Station (South)	\$	85,619.50	\$	663.27	\$	68,207.16	\$	68,870.43	80%	\$	16,749.07	\$	66.33

222	General Conditions	\$	6,379.99	\$	4,240.95	\$	217.89	\$	-	\$	4,458.84	70%	\$	1,921.15	\$	-
223	General Requirements	\$	9,210.57	\$	3,472.87	\$	118.19	\$	-	\$	3,591.06	39%	\$	5,619.51	\$	315.86
224	Owner's Protective/General Liability Insurance	\$	2,360.61	\$	2,089.29	\$	-	\$	-	\$	2,089.29	89%	\$	271.32	\$	-
225	Builder's Risk Insurance	\$	267.03	\$	267.03	\$	-	\$	-	\$	267.03	100%	\$	0.00	\$	-
226	Construction Contingency	\$	9,000.00	\$	34.64	\$	-	\$	-	\$	34.64	0%	\$	8,965.36	\$	-
227	General Contractor Fee	\$	10,347.94	\$	3,475.03	\$	2,951.01	\$	-	\$	6,426.04	62%	\$	3,921.89	\$	-
228	Completion Incentive	\$	2,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	2,400.00	\$	-
229	O&M Equipment & Materials 1% Management Fee	\$	900.00	\$	900.00	\$	-	\$	-	\$	900.00	100%	\$	-	\$	-
230	Division 003 - Concrete	\$	23,713.38	\$	23,713.38	\$	-	\$	-	\$	23,713.38	100%	\$	-	\$	-
231	Division 005 - Miscellaneous Metals	\$	11,048.74	\$	9,852.63	\$	-	\$	-	\$	9,852.63	89%	\$	1,196.11	\$	882.89
232	Division 006 - Wood, Plastics, & Composites	\$	801.44	\$	-	\$	-	\$	-	\$	-	0%	\$	801.44	\$	-
233	Division 007 - Waterproofing	\$	979.33	\$	115.93	\$	25.94	\$	-	\$	141.87	14%	\$	837.46	\$	11.59
234	Division 008 - Openings	\$	3,973.51	\$	1,937.82	\$	5.96	\$	-	\$	1,943.78	49%	\$	2,029.73	\$	192.01
235	Division 009 - Finishes	\$	15,230.18	\$	8,591.59	\$	813.70	\$	-	\$	9,405.29	62%	\$	5,824.89	\$	113.23
236	Division 010 - Specialties	\$	146.88	\$	24.01	\$	-	\$	-	\$	24.01	16%	\$	122.87	\$	2.40
237	Division 021 - Fire Protection	\$	3,887.74	\$	669.75	\$	39.05	\$	-	\$	708.80	18%	\$	3,178.94	\$	65.78
238	Division 022 & 023 - Plumbing/HVAC/Controls	\$	7,519.44	\$	1,745.25	\$	-	\$	-	\$	1,745.25	23%	\$	5,774.19	\$	164.03
239	Division 026 - Electrical/LV Communications	\$	107,937.43	\$	5,684.96	\$	7.67	\$	-	\$	5,692.63	5%	\$	102,244.80	\$	523.70
240	Division 031 - Civil/Earthwork	\$	7,631.07	\$	7,631.07	\$	-	\$	-	\$	7,631.07	100%	\$	(0.00)	\$	175.50
241	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	3,700.64	\$	2,352.16	\$	-	\$	-	\$	2,352.16	64%	\$	1,348.48	\$	210.62
242	Division 033 - Site Utilities	\$	5,554.70	\$	3,863.49	\$	-	\$	-	\$	3,863.49	70%	\$	1,691.21	\$	386.35
243	Pre-Engineered Metal Buildings (Erection)	\$	20,324.51	\$	2,775.16	\$	-	\$	-	\$	2,775.16	14%	\$	17,549.35	\$	277.52
244	Guard Station (North)	\$	85,619.50	\$	663.27	\$	68,207.16	\$	-	\$	68,870.43	80%	\$	16,749.07	\$	66.33
245	Pre-Construction Services	\$	70,000.00	\$	70,000.00	\$	-	\$	-	\$	70,000.00	100%	\$	-	\$	-
CONTRACT VALUES		\$	84,609,604.00	\$	62,124,577.13	\$	4,030,727.40	\$	-	\$	66,155,304.53	78%	\$	18,454,299.47	\$	3,648,848.34

ALA DOCUMENT G703 CONTINUATION SHEET APRIL 1978 EDITION ALA 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

G703-1978

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Subcontractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Subcontracts where variable retainage for line items may apply.

PROJECT NAME: Core Scientific Denton Data Center

APPLICATION NO: 012B
 APPLICATION DATE: 10/31/2022
 PERIOD TO: 10/31/2022
 CONTRACTORS PROJECT NO: 2229.000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)		J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
2	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
3	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
4	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
5	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
6	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
7	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
8	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
9	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
10	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
11	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
12	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
13	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
14	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
15	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
16	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
17	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
18	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
19	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
20	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
21	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
22	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
23	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
24	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
25	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
26	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
27	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
28	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
29	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
30	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
31	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
32	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
33	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
34	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
35	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
36	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
37	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 31,074.33	\$ 31,074.33	\$ -	\$ -	\$ 31,074.33	100.00%	\$ -	\$ -	\$3,107.43
38	PCCO #006 - Stair Steel 50MW Steel Fabrication	\$ 1,271,030.00	\$ 1,271,030.00	\$ -	\$ -	\$ 1,271,030.00	100.00%	\$ -	\$ -	\$127,103.00
39	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
40	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
41	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
42	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
43	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
44	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
45	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22
46	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$ -	\$362.22

CONTINUATION SHEET

AIA Document G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Subcontractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Subcontracts where variable retainage for line items may apply.

APPLICATION NO: 012B
 APPLICATION DATE: 10/31/2022
 PERIOD TO: 10/31/2022
 CONTRACTORS PROJECT NO: 2229.000

PROJECT NAME: Core Scientific Denton Data Center

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD						
47	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
48	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
49	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
50	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
51	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
52	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
53	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
54	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
55	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
56	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
57	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
58	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
59	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
60	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
61	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.20	\$ 3,622.20	\$ -	\$ -	\$ -	\$ 3,622.20	100.00%	\$ -	\$362.22
62	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 3,622.40	\$ 3,622.40	\$ -	\$ -	\$ -	\$ 3,622.40	100.00%	\$ -	\$362.24
63	PCCO #008 - ANT Farm Temporary Wall Panel	\$ 6,643.00	\$ 6,643.00	\$ -	\$ -	\$ -	\$ 6,643.00	100.00%	\$ -	\$664.30
64	PCCO #009 - ANT Farm Temporary Generator Relocation	\$ 10,053.00	\$ 10,053.00	\$ -	\$ -	\$ -	\$ 10,053.00	100.00%	\$ -	\$1,005.30
65	PCCO #010 - South Parcel Technical Building Power	\$ 13,134.00	\$ 13,134.00	\$ -	\$ -	\$ -	\$ 13,134.00	100.00%	\$ -	\$1,313.40
66	PCCO #010 - Wall Type A at Technical Building Warehouse	\$ 31,192.20	\$ 31,192.20	\$ -	\$ -	\$ -	\$ 31,192.20	100.00%	\$ -	\$3,119.22
67	PCCO #011 - Fan Array Electrical (Updated Revision)	\$ 182,897.00	\$ 182,897.00	\$ -	\$ -	\$ -	\$ 182,897.00	100.00%	\$ -	\$18,289.70
68	PCCO #011 - Traffic Control Gate Arm	\$ 40,241.00	\$ 40,241.00	\$ -	\$ -	\$ -	\$ 40,241.00	100.00%	\$ -	\$4,024.10
69	PCCO #011 - ANT Farm Operational Punch List	\$ 32,865.00	\$ 32,865.00	\$ -	\$ -	\$ -	\$ 32,865.00	100.00%	\$ -	\$3,286.50
71	PCO 023 - City of Denton Revised Drive Width & Gates	\$ 11,698.00	\$ 11,698.00	\$ -	\$ -	\$ -	\$ 11,698.00	100.00%	\$ -	\$1,169.80
72	PCO 024 - Wall Type A at Warehouse	\$ (14,632.00)	\$ (14,632.00)	\$ -	\$ -	\$ -	\$ (14,632.00)	100.00%	\$ -	\$ (1,463.20)
73	PCO 025 - Changing Galv Bollards to Red Iron	\$ (54,856.00)	\$ (54,856.00)	\$ -	\$ -	\$ -	\$ (54,856.00)	100.00%	\$ -	\$ (5,485.60)
75	(VE Lighting)	\$ (293,061.00)	\$ (280,500.00)	\$ (12,561.00)	\$ -	\$ -	\$ (293,061.00)	100.00%	\$ -	\$ (24,050.00)
76	(MV Revisions)	\$ 228,606.00	\$ 228,606.00	\$ -	\$ -	\$ -	\$ 228,606.00	100.00%	\$ -	\$19,410.60
77	PCO 029 - North & South Substation MV Terminations	\$ 106,853.00	\$ 88,000.00	\$ 18,853.00	\$ -	\$ -	\$ 106,853.00	100.00%	\$ -	\$8,800.00
78	PCCO #016 - PCO 033 Execution	\$ (19,789.00)	\$ -	\$ -	\$ -	\$ -	\$ -	100.00%	\$ (19,789.00)	\$0.00
80	CE #034 - Equipment Pad Beneath Switchgear RFI #060	\$ (64,143.00)	\$ (64,143.00)	\$ -	\$ -	\$ -	\$ (64,143.00)	100.00%	\$ -	\$ (6,414.30)
81	CE #035 - Refrigerant Liquid Line Insulation RFI #091	\$ 22,900.00	\$ 16,250.00	\$ 6,650.00	\$ -	\$ -	\$ 22,900.00	100.00%	\$ -	\$1,516.20
82	CE #037 - Additional LV Cable at Technical Buildings RFI #039 #046 #081	\$ 521,454.00	\$ 9,034.00	\$ -	\$ -	\$ -	\$ 9,034.00	42.11%	\$ 12,420.00	\$903.40
83	PCCO #026 - Tornado Shelter	\$ 553,024.00	\$ -	\$ 553,024.00	\$ -	\$ -	\$ 553,024.00	100.00%	\$ -	\$0.00
83	PCCO #025 - Miscellaneous Electrical Changes	\$ 132,807.00	\$ -	\$ 132,807.00	\$ -	\$ -	\$ 132,807.00	100.00%	\$ -	\$0.00
GRAND TOTALS		\$ 1,425,204.20	\$ 52,765,283.20	\$ 198,773.00	\$ 0.00	\$ 2,778,225.20	\$ 12,420.00	195%	\$	\$276,969.52

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity



Application for Payment

Application No: 002228.000-13A & Retainage
Period To: 11/11/22
Project No: 002228.000

To Owner: Core Scientific, Inc.
From Contractor: McCarthy Building Companies
Project: Core Scientific Data Center
Via Architect:

Application for Payment

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 84,808,804.00
2. Net Change by Change Orders	\$4,329,077.20
3. CONTRACT SUM TO DATE	\$89,138,881.20
4. TOTAL COMPLETED & STORED TO DATE	\$74,253,556.14

5. RETAINAGE

a. 0.00% of Completed Work	\$-
b. 00% of Stored Material	\$-
Total Retainage	\$-

6. TOTAL EARNED LESS RETAINAGE \$74,253,556.14

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$68,756,751.79

8. CURRENT PAYMENT DUE

\$7,486,804.35

9. BALANCE TO FINISH

\$ 14,685,124.86

Change Order Summary	Additions	Deductions
Total Changes in previous applications	\$3,011,657.20	\$ (35,181.00)
Total Approved this application	\$1,352,601.00	\$-
Totals	\$4,364,258.20	\$ (35,181.00)
Net Changes by Change Order	\$4,329,077.20	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By:

State of Texas

County of Dallas

Subscribed and sworn to (or affirmed) before me on this 11 day of November, 2022, by Michael Siskind, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Date: 11/11/22

Notary Public:

My Commission Expires:

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Owner's Approval for Payment

By:

Date:

CONTINUATION SHEET										AIA DOCUMENT G703		PAGE TWO OF THREE PAGES	
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT										PROJECT: Core Scientific Denton Data Center		APPLICATION NUMBER: 013A	
Contractor's signed Certification is attached.										PO #: 2229		APPLICATION DATE: 11/1/22	
In tabulations below, amounts are stated to the nearest dollar.										CONTRACTOR'S PROJECT NO: 2229		PERIOD FROM: 11/01/22	
Use Column I on Contracts where variable retainage for line items may apply.												TO: 11/1/22	
ITEM No.	DESCRIPTION OF WORK	B	C SCHEDULED VALUE	D		E WORK COMPLETED		F Stored Materials (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	I %	H BALANCE TO FINISH	J RETAINAGE 10%	
				Previous Applications	This Application Work in Place								
Building 1A													
1	General Conditions	\$	6,923,945.93	\$	5,760,263.98	\$	238,367.43	\$	5,999,206.63	87%	\$	\$	
2	General Requirements	\$	174,386.28	\$	121,873.44	\$	2,470.82	\$	124,346.26	71%	\$	\$	
3	Owner's Protective/General Liability Insurance	\$	251,755.58	\$	98,155.54	\$	3,121.29	\$	101,276.83	40%	\$	\$	
4	Builder's Risk Insurance	\$	64,523.26	\$	57,107.31	\$	1,294.40	\$	58,401.71	91%	\$	\$	
5	Construction Contingency	\$	7,298.90	\$	7,298.90	\$	-	\$	7,298.90	100%	\$	\$	
6	General Contractor Fee	\$	246,000.00	\$	946.82	\$	-	\$	1,786.45	1%	\$	\$	
7	Completion Incentive	\$	282,843.58	\$	233,159.32	\$	9,717.62	\$	242,912.62	86%	\$	\$	
8	OPC1 Equipment & Materials 1% Management Fee	\$	65,600.00	\$	-	\$	65,600.00	\$	65,600.00	100%	\$	\$	
9	Division 003 - Concrete	\$	24,600.00	\$	24,600.00	\$	-	\$	24,600.00	100%	\$	\$	
10	Division 005 - Miscellaneous Metals	\$	648,165.72	\$	648,165.72	\$	-	\$	648,165.72	100%	\$	\$	
11	Division 006 - Wood, Plastics, & Composites	\$	301,998.87	\$	301,125.10	\$	-	\$	301,125.10	100%	\$	\$	
12	Division 007 - Waterproofing	\$	21,905.97	\$	19,555.46	\$	-	\$	19,555.46	89%	\$	\$	
13	Division 008 - Openings	\$	26,768.33	\$	15,145.35	\$	-	\$	15,145.35	57%	\$	\$	
14	Division 009 - Finishes	\$	108,609.25	\$	93,624.41	\$	12,385.19	\$	106,009.60	98%	\$	\$	
15	Division 010 - Specialties	\$	416,291.45	\$	375,190.28	\$	9,383.55	\$	384,573.83	92%	\$	\$	
16	Division 021 - Fire Protection	\$	4,014.72	\$	3,708.33	\$	-	\$	3,708.33	92%	\$	\$	
17	Division 022 & 023 - Plumbing/HVAC/Controls	\$	106,264.87	\$	100,773.73	\$	-	\$	100,773.73	95%	\$	\$	
18	Division 026 - Electrical/LV Communications	\$	205,531.28	\$	73,986.58	\$	-	\$	73,986.58	36%	\$	\$	
19	Division 031 - Civil/Earthwork	\$	2,950,289.73	\$	2,606,627.29	\$	134,216.78	\$	2,740,844.07	93%	\$	\$	
20	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	208,582.50	\$	208,582.50	\$	-	\$	208,582.50	100%	\$	\$	
21	Division 033 - Site Utilities	\$	101,150.85	\$	64,045.85	\$	177.78	\$	64,223.63	63%	\$	\$	
22	Pre-Engineered Metal Buildings (Erection)	\$	151,828.33	\$	151,053.49	\$	-	\$	151,053.49	99%	\$	\$	
		\$	555,536.47	\$	555,536.47	\$	-	\$	555,536.47	100%	\$	\$	
Building 1B													
23	General Conditions	\$	13,341,261.67	\$	11,136,106.07	\$	411,993.97	\$	11,549,786.63	87%	\$	\$	
24	General Requirements	\$	336,012.66	\$	234,833.08	\$	4,760.86	\$	239,593.94	71%	\$	\$	
25	Owner's Protective/General Liability Insurance	\$	485,090.02	\$	189,128.95	\$	6,014.20	\$	195,143.15	40%	\$	\$	
26	Builder's Risk Insurance	\$	124,325.30	\$	110,036.03	\$	2,494.09	\$	112,530.12	91%	\$	\$	
27	Construction Contingency	\$	14,063.74	\$	14,063.74	\$	-	\$	14,063.74	100%	\$	\$	
28	General Contractor Fee	\$	474,000.00	\$	217,824.36	\$	7,200.00	\$	226,642.19	48%	\$	\$	
29	Completion Incentive	\$	544,991.30	\$	453,584.89	\$	16,795.92	\$	470,449.56	86%	\$	\$	
		\$	126,400.00	\$	-	\$	126,400.00	\$	126,400.00	100%	\$	\$	

30	OFCE Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	100%	\$	47,400.00	\$	-
31	Division 003 - Concrete	\$	1,248,904.68	\$	1,248,904.68	\$	-	\$	-	100%	\$	1,248,904.68	\$	-
32	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	580,510.00	\$	-	\$	-	100%	\$	580,510.00	\$	1,390.25
33	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	37,726.05	\$	-	\$	-	89%	\$	37,726.05	\$	4,483.02
34	Division 007 - Waterproofing	\$	51,577.99	\$	29,214.91	\$	-	\$	-	57%	\$	29,214.91	\$	22,363.08
35	Division 008 - Openings	\$	209,271.47	\$	180,520.76	\$	23,838.81	\$	-	98%	\$	204,349.57	\$	4,921.90
36	Division 009 - Finishes	\$	802,122.55	\$	632,129.66	\$	20,012.09	\$	-	81%	\$	652,141.69	\$	149,980.86
37	Division 010 - Specialties	\$	7,735.68	\$	6,141.26	\$	931.55	\$	-	91%	\$	7,072.81	\$	662.87
38	Division 021 - Fire Protection	\$	204,754.25	\$	204,754.25	\$	-	\$	-	100%	\$	204,754.25	\$	0.00
39	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	156,144.74	\$	-	\$	-	39%	\$	156,144.74	\$	239,878.94
40	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	4,906,186.71	\$	203,213.91	\$	-	90%	\$	5,109,400.62	\$	575,303.97
41	Division 031 - Civil/Earthwork	\$	401,902.86	\$	401,902.86	\$	-	\$	-	100%	\$	401,902.86	\$	0.00
42	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	123,492.40	\$	342.54	\$	-	64%	\$	123,834.94	\$	71,065.48
43	Division 033 - Site Utilities	\$	292,547.27	\$	291,182.87	\$	-	\$	-	100%	\$	291,182.87	\$	1,364.40
44	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,070,423.93	\$	-	\$	-	100%	\$	1,070,423.93	\$	-
Building C														
45	General Conditions	\$	13,341,261.67	\$	11,916,643.08	\$	120,431.97	\$	1,686.59	90%	\$	12,038,761.64	\$	1,302,500.03
46	General Requirements	\$	336,012.60	\$	234,833.08	\$	4,760.86	\$	-	71%	\$	239,593.94	\$	96,418.66
47	Owner's Protective/General Liability Insurance	\$	485,090.02	\$	189,128.95	\$	6,014.20	\$	-	40%	\$	195,143.15	\$	289,946.87
48	Builder's Risk Insurance	\$	124,325.30	\$	110,036.03	\$	2,494.09	\$	-	91%	\$	112,530.12	\$	11,795.18
49	Construction Contingency	\$	14,063.74	\$	14,063.74	\$	-	\$	-	100%	\$	14,063.74	\$	(0.00)
50	General Contractor Fee	\$	474,000.00	\$	217,824.36	\$	7,200.00	\$	1,617.83	48%	\$	226,642.19	\$	247,557.81
51	Completion Incentive	\$	344,991.30	\$	485,405.34	\$	4,909.70	\$	68.76	90%	\$	490,383.79	\$	54,607.50
52	OFCE Equipment & Materials 1% Management Fee	\$	126,400.00	\$	126,400.00	\$	-	\$	-	100%	\$	126,400.00	\$	-
53	Division 003 - Concrete	\$	47,400.00	\$	47,400.00	\$	-	\$	-	100%	\$	47,400.00	\$	-
54	Division 005 - Miscellaneous Metals	\$	1,248,904.68	\$	1,248,904.68	\$	-	\$	-	100%	\$	1,248,904.68	\$	-
55	Division 006 - Wood, Plastics, & Composites	\$	581,900.25	\$	580,510.00	\$	-	\$	-	100%	\$	580,510.00	\$	1,390.25
56	Division 007 - Waterproofing	\$	42,209.07	\$	37,726.05	\$	-	\$	-	89%	\$	37,726.05	\$	4,483.02
57	Division 008 - Openings	\$	51,577.99	\$	29,214.91	\$	-	\$	-	57%	\$	29,214.91	\$	22,363.08
58	Division 009 - Finishes	\$	209,271.47	\$	180,520.76	\$	-	\$	-	86%	\$	180,520.76	\$	28,750.71
59	Division 010 - Specialties	\$	802,122.55	\$	638,704.60	\$	16,560.58	\$	-	82%	\$	655,265.38	\$	146,857.37
60	Division 021 - Fire Protection	\$	7,735.68	\$	7,735.68	\$	-	\$	-	100%	\$	7,735.68	\$	-
61	Division 022 & 023 - Plumbing/HVAC/Controls	\$	204,754.25	\$	196,340.57	\$	-	\$	-	96%	\$	196,340.57	\$	8,413.68
62	Division 026 - Electrical/LV Communications	\$	396,023.68	\$	372,225.47	\$	-	\$	-	94%	\$	372,223.47	\$	23,798.21
63	Division 031 - Civil/Earthwork	\$	5,684,704.59	\$	5,312,666.80	\$	78,150.00	\$	-	95%	\$	5,390,816.80	\$	293,887.79
64	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	401,902.86	\$	401,902.86	\$	-	\$	-	100%	\$	401,902.86	\$	0.00
65	Division 033 - Site Utilities	\$	194,900.43	\$	123,492.40	\$	342.54	\$	-	64%	\$	123,834.94	\$	71,065.48
66	Pre-Engineered Metal Buildings (Erection)	\$	292,547.27	\$	291,182.87	\$	-	\$	-	100%	\$	291,182.87	\$	1,364.40
Building D														
67	General Conditions	\$	13,341,261.67	\$	12,389,324.54	\$	47,107.72	\$	1,686.59	93%	\$	12,436,118.35	\$	903,143.32
		\$	336,012.60	\$	234,833.08	\$	4,760.86	\$	-	71%	\$	239,593.94	\$	96,418.66

68	General Requirements	\$	485,090.02	\$	189,128.95	\$	6,014.20	\$	-	\$	195,143.15	40%	\$	289,946.87	\$	-
69	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	110,036.03	\$	2,494.09	\$	-	\$	112,530.12	91%	\$	11,795.18	\$	-
70	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
71	Construction Contingency	\$	474,000.00	\$	217,824.36	\$	7,200.00	\$	1,617.83	\$	226,642.19	48%	\$	247,357.81	\$	-
72	General Contractor Fee	\$	544,991.30	\$	504,675.35	\$	1,920.44	\$	68.76	\$	506,664.54	93%	\$	38,326.75	\$	-
73	Completion Incentive	\$	126,400.00	\$	126,400.00	\$	-	\$	-	\$	126,400.00	100%	\$	-	\$	-
74	OFCL Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
75	Division 003 - Concrete	\$	1,248,904.68	\$	1,248,904.68	\$	-	\$	-	\$	1,248,904.68	100%	\$	-	\$	-
76	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	518,905.00	\$	-	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	-
77	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	37,726.05	\$	-	\$	-	\$	37,726.05	89%	\$	4,483.02	\$	-
78	Division 007 - Waterproofing	\$	51,577.99	\$	29,214.91	\$	-	\$	-	\$	29,214.91	57%	\$	22,363.08	\$	-
79	Division 008 - Openings	\$	209,271.47	\$	205,977.98	\$	-	\$	-	\$	205,977.98	98%	\$	3,293.49	\$	-
80	Division 009 - Finishes	\$	802,122.55	\$	747,919.99	\$	13,012.09	\$	-	\$	760,932.08	95%	\$	41,190.47	\$	-
81	Division 010 - Specialties	\$	7,735.68	\$	7,735.68	\$	-	\$	-	\$	7,735.68	100%	\$	-	\$	-
82	Division 021 - Fire Protection	\$	204,754.25	\$	196,079.87	\$	-	\$	-	\$	196,079.87	96%	\$	8,674.38	\$	-
83	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	394,238.89	\$	-	\$	-	\$	394,238.89	100%	\$	1,784.79	\$	-
84	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	5,671,257.92	\$	11,363.00	\$	-	\$	5,682,620.92	100%	\$	2,083.67	\$	-
85	Division 031 - Civil/Earthwork	\$	401,902.86	\$	401,902.86	\$	-	\$	-	\$	401,902.86	100%	\$	0.00	\$	-
86	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	123,492.40	\$	342.54	\$	-	\$	123,834.94	64%	\$	71,065.48	\$	-
87	Division 033 - Site Utilities	\$	292,547.27	\$	291,182.87	\$	-	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	-
88	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,070,423.93	\$	-	\$	-	\$	1,070,423.93	100%	\$	-	\$	-
89	Building E	\$	6,417,251.574	\$	5,792,651.28	\$	71,205.25	\$	811.27	\$	5,864,667.80	91%	\$	552,667.94	\$	-
90	General Conditions	\$	161,626.31	\$	112,957.70	\$	2,290.03	\$	-	\$	115,247.73	71%	\$	46,378.58	\$	-
91	General Requirements	\$	233,334.44	\$	90,973.42	\$	2,892.91	\$	-	\$	93,866.33	40%	\$	139,468.11	\$	-
92	Owner's Protective/General Liability Insurance	\$	59,802.04	\$	52,928.74	\$	1,199.69	\$	-	\$	54,128.43	91%	\$	5,673.61	\$	-
93	Builder's Risk Insurance	\$	6,764.84	\$	6,764.84	\$	-	\$	-	\$	6,764.84	100%	\$	(0.00)	\$	-
94	Construction Contingency	\$	228,000.00	\$	877.54	\$	-	\$	778.20	\$	1,655.74	1%	\$	226,344.26	\$	-
95	General Contractor Fee	\$	262,147.71	\$	236,361.09	\$	2,902.85	\$	33.07	\$	239,297.02	91%	\$	22,850.69	\$	-
96	Completion Incentive	\$	60,300.00	\$	-	\$	60,800.00	\$	-	\$	60,800.00	100%	\$	-	\$	-
97	OFCL Equipment & Materials 1% Management Fee	\$	22,800.00	\$	22,800.00	\$	-	\$	-	\$	22,800.00	100%	\$	-	\$	-
98	Division 003 - Concrete	\$	600,738.96	\$	600,738.96	\$	-	\$	-	\$	600,738.96	100%	\$	-	\$	-
99	Division 005 - Miscellaneous Metals	\$	279,901.39	\$	279,569.85	\$	-	\$	-	\$	279,569.85	100%	\$	331.54	\$	-
100	Division 006 - Wood, Plastics, & Composites	\$	20,303.10	\$	7,722.58	\$	-	\$	-	\$	7,722.58	38%	\$	12,580.52	\$	-
101	Division 007 - Waterproofing	\$	24,809.67	\$	11,194.98	\$	-	\$	-	\$	11,194.98	45%	\$	13,614.69	\$	-
102	Division 008 - Openings	\$	100,662.23	\$	83,091.61	\$	-	\$	-	\$	83,091.61	83%	\$	17,570.62	\$	-
103	Division 009 - Finishes	\$	363,831.10	\$	380,914.21	\$	955.00	\$	-	\$	381,869.21	99%	\$	3,961.89	\$	-
104	Division 010 - Specialties	\$	3,720.96	\$	3,720.96	\$	-	\$	-	\$	3,720.96	100%	\$	-	\$	-
105	Division 021 - Fire Protection	\$	98,489.39	\$	94,856.14	\$	-	\$	-	\$	94,856.14	96%	\$	3,633.25	\$	-
106	Division 022 & 023 - Plumbing/HVAC/Controls	\$	190,492.40	\$	188,712.17	\$	-	\$	-	\$	188,712.17	99%	\$	1,780.23	\$	-
107	Division 026 - Electrical/LV Communications	\$	2,734,414.87	\$	2,733,644.35	\$	-	\$	-	\$	2,733,644.35	100%	\$	770.52	\$	-
108	Division 031 - Civil/Earthwork	\$	193,320.36	\$	193,320.36	\$	-	\$	-	\$	193,320.36	100%	\$	0.00	\$	-

108	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	93,749.57	\$	49,425.80	\$	164.77	\$	-	\$	49,590.57	53%	\$	44,159.08	\$	-
109	Division 033 - Site Utilities	\$	140,718.04	\$	127,188.52	\$	-	\$	-	\$	127,188.52	90%	\$	13,530.42	\$	-
110	Pre-Engineered Metal Buildings (Erection)	\$	514,887.46	\$	514,887.46	\$	-	\$	-	\$	514,887.46	100%	\$	-	\$	-
	Building 'F'	\$	13,341,261.67	\$	8,771,834.03	\$	1,388,640.95	\$	378,949.19	\$	10,545,424.17	79%	\$	2,795,837.50	\$	-
111	General Conditions	\$	336,012.60	\$	234,833.08	\$	4,760.86	\$	-	\$	239,593.94	71%	\$	96,418.66	\$	-
112	General Requirements	\$	485,090.02	\$	189,128.95	\$	6,014.20	\$	-	\$	195,143.15	40%	\$	289,946.87	\$	-
113	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	110,036.03	\$	2,494.09	\$	-	\$	112,530.12	91%	\$	11,795.18	\$	-
114	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
115	Construction Contingency	\$	474,000.00	\$	217,824.36	\$	7,200.00	\$	1,617.83	\$	226,642.19	48%	\$	247,357.81	\$	-
116	General Contractor Fee	\$	544,991.30	\$	359,330.34	\$	56,611.26	\$	15,448.77	\$	431,390.27	79%	\$	113,601.03	\$	-
117	Completion Incentive	\$	126,400.00	\$	-	\$	63,200.00	\$	-	\$	63,200.00	50%	\$	63,200.00	\$	-
118	OFCI Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
119	Division 003 - Concrete	\$	1,248,904.68	\$	1,108,346.34	\$	-	\$	47,077.65	\$	1,155,423.99	93%	\$	93,480.69	\$	-
120	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	518,905.00	\$	-	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	-
121	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	15,261.30	\$	-	\$	-	\$	15,261.30	36%	\$	26,947.77	\$	-
122	Division 007 - Waterproofing	\$	51,577.99	\$	23,190.64	\$	-	\$	-	\$	23,190.64	45%	\$	28,387.35	\$	-
123	Division 008 - Openings	\$	209,271.47	\$	172,372.86	\$	-	\$	-	\$	172,372.86	82%	\$	36,898.61	\$	-
124	Division 009 - Finishes	\$	802,122.55	\$	610,389.01	\$	33,073.09	\$	-	\$	643,462.10	80%	\$	158,660.45	\$	-
125	Division 010 - Specialties	\$	7,735.68	\$	4,209.51	\$	-	\$	804.94	\$	5,014.45	65%	\$	2,721.23	\$	-
126	Division 021 - Fire Protection	\$	204,754.25	\$	189,644.79	\$	-	\$	-	\$	189,644.79	93%	\$	15,109.46	\$	-
127	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	191,123.24	\$	-	\$	-	\$	191,123.24	48%	\$	204,900.44	\$	-
128	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	2,981,694.71	\$	1,214,944.91	\$	314,000.00	\$	4,510,639.62	79%	\$	1,174,064.97	\$	-
129	Division 031 - Civil/Earthwork	\$	401,902.86	\$	354,033.16	\$	-	\$	-	\$	354,033.16	88%	\$	47,869.70	\$	-
130	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	102,548.69	\$	342.54	\$	-	\$	102,891.23	53%	\$	92,009.19	\$	-
131	Division 033 - Site Utilities	\$	292,347.27	\$	264,102.49	\$	-	\$	-	\$	264,102.49	90%	\$	28,444.78	\$	-
132	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,069,395.89	\$	-	\$	-	\$	1,069,395.89	100%	\$	1,028.04	\$	-
	Building 'G'	\$	13,341,261.67	\$	7,263,190.28	\$	323,602.20	\$	722,974.19	\$	8,509,766.67	62%	\$	5,031,495.00	\$	-
133	General Conditions	\$	336,012.60	\$	234,833.08	\$	4,760.86	\$	-	\$	239,593.94	71%	\$	96,418.66	\$	-
134	General Requirements	\$	485,090.02	\$	189,128.95	\$	6,014.20	\$	-	\$	195,143.15	40%	\$	289,946.87	\$	-
135	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	110,036.03	\$	2,494.09	\$	-	\$	112,530.12	91%	\$	11,795.18	\$	-
136	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
137	Construction Contingency	\$	474,000.00	\$	217,824.36	\$	7,200.00	\$	1,617.83	\$	226,642.19	48%	\$	247,357.81	\$	-
138	General Contractor Fee	\$	544,991.30	\$	297,582.18	\$	13,192.42	\$	29,473.77	\$	340,248.36	62%	\$	204,742.93	\$	-
139	Completion Incentive	\$	126,400.00	\$	-	\$	63,200.00	\$	-	\$	63,200.00	50%	\$	63,200.00	\$	-
140	OFCI Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
141	Division 003 - Concrete	\$	1,248,904.68	\$	1,095,460.02	\$	-	\$	47,077.65	\$	1,142,537.67	91%	\$	106,367.01	\$	-
142	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	518,905.00	\$	-	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	-
143	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	15,261.30	\$	-	\$	-	\$	15,261.30	36%	\$	26,947.77	\$	-
144	Division 007 - Waterproofing	\$	51,577.99	\$	23,190.64	\$	-	\$	-	\$	23,190.64	45%	\$	28,387.35	\$	-
145	Division 008 - Openings	\$	209,271.47	\$	172,372.86	\$	-	\$	-	\$	172,372.86	82%	\$	36,898.61	\$	-

146	Division 009 - Finishes	\$	802,122.55	\$	487,975.06	\$	83,924.09	\$	-	\$	571,899.15	71%	\$	239,223.46	\$	-
147	Division 010 - Specialties	\$	7,735.68	\$	4,209.52	\$	-	\$	804.94	\$	5,014.46	65%	\$	2,721.22	\$	-
148	Division 021 - Fire Protection	\$	204,754.25	\$	151,329.87	\$	-	\$	-	\$	151,329.87	74%	\$	53,424.38	\$	-
149	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	161,592.24	\$	-	\$	-	\$	161,592.24	41%	\$	234,431.44	\$	-
150	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	1,968,294.37	\$	142,474.00	\$	644,000.00	\$	2,754,768.37	48%	\$	2,929,936.22	\$	-
151	Division 031 - Civil/Earthwork	\$	401,902.86	\$	354,033.17	\$	-	\$	-	\$	354,033.17	88%	\$	47,869.69	\$	-
152	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	102,548.69	\$	342.54	\$	-	\$	102,891.23	53%	\$	92,069.19	\$	-
153	Division 033 - Site Utilities	\$	262,547.27	\$	264,102.49	\$	-	\$	-	\$	264,102.49	90%	\$	28,444.78	\$	-
154	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	833,046.71	\$	-	\$	-	\$	833,046.71	78%	\$	237,377.22	\$	-
Technical Building (South)		\$	1,942,082.40	\$	1,475,790.64	\$	2,065.66	\$	245.52	\$	1,478,101.92	76%	\$	463,980.58	\$	-
155	General Conditions	\$	48,913.23	\$	34,184.54	\$	693.04	\$	-	\$	34,877.58	71%	\$	14,035.65	\$	-
156	General Requirements	\$	70,614.37	\$	27,531.41	\$	875.48	\$	-	\$	28,406.90	40%	\$	42,207.47	\$	-
157	Owner's Protective/General Liability Insurance	\$	18,097.99	\$	16,017.91	\$	363.06	\$	-	\$	16,380.97	91%	\$	1,717.01	\$	-
158	Builder's Risk Insurance	\$	2,047.25	\$	2,047.25	\$	-	\$	-	\$	2,047.25	100%	\$	0.00	\$	-
159	Construction Contingency	\$	69,000.00	\$	265.57	\$	-	\$	235.51	\$	301.08	1%	\$	68,498.92	\$	-
160	General Contractor Fee	\$	79,334.18	\$	59,454.21	\$	84.21	\$	10.01	\$	59,548.43	75%	\$	19,785.75	\$	-
161	Completion Incentive	\$	18,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	18,400.00	\$	-
162	OFCL Equipment & Materials 1% Management Fee	\$	6,900.00	\$	6,900.00	\$	-	\$	-	\$	6,900.00	100%	\$	-	\$	-
163	Division 003 - Concrete	\$	181,802.58	\$	181,802.58	\$	-	\$	-	\$	181,802.58	100%	\$	-	\$	-
164	Division 005 - Miscellaneous Metals	\$	84,707.00	\$	75,536.79	\$	-	\$	-	\$	75,536.79	89%	\$	9,170.21	\$	-
165	Division 006 - Wood, Plastics, & Composites	\$	6,144.36	\$	6,144.36	\$	-	\$	-	\$	6,144.36	100%	\$	(0.00)	\$	-
166	Division 007 - Waterproofing	\$	7,508.19	\$	4,294.19	\$	-	\$	-	\$	4,294.19	57%	\$	3,214.00	\$	-
167	Division 008 - Openings	\$	30,463.57	\$	30,341.62	\$	-	\$	-	\$	30,341.62	100%	\$	121.95	\$	-
168	Division 009 - Finishes	\$	116,764.63	\$	116,764.68	\$	-	\$	-	\$	116,764.68	100%	\$	(0.00)	\$	-
169	Division 010 - Specialties	\$	1,126.08	\$	1,126.08	\$	-	\$	-	\$	1,126.08	100%	\$	-	\$	-
170	Division 021 - Fire Protection	\$	29,806.00	\$	5,434.16	\$	-	\$	-	\$	5,434.16	18%	\$	24,371.90	\$	-
171	Division 022 & 023 - Plumbing/HVAC/Controls	\$	57,649.02	\$	56,860.36	\$	-	\$	-	\$	56,860.36	99%	\$	788.66	\$	-
172	Division 026 - Electrical/LV Communications	\$	827,520.29	\$	577,503.34	\$	-	\$	-	\$	577,503.34	70%	\$	250,016.95	\$	-
173	Division 031 - Civil/Earthwork	\$	58,504.85	\$	58,504.84	\$	-	\$	-	\$	58,504.84	100%	\$	0.00	\$	-
174	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	28,371.58	\$	18,087.85	\$	49.86	\$	-	\$	18,137.71	64%	\$	10,233.87	\$	-
175	Division 033 - Site Utilities	\$	42,586.00	\$	42,551.66	\$	-	\$	-	\$	42,551.66	100%	\$	34.33	\$	-
176	Pre-Engineered Metal Buildings (Erection)	\$	155,821.21	\$	154,437.29	\$	-	\$	-	\$	154,437.29	99%	\$	1,383.92	\$	-
Technical Building (North)		\$	1,942,082.40	\$	1,329,045.67	\$	48,220.26	\$	245.52	\$	1,377,511.45	71%	\$	564,570.95	\$	-
177	General Conditions	\$	48,913.23	\$	34,184.54	\$	693.04	\$	-	\$	34,877.58	71%	\$	14,035.65	\$	-
178	General Requirements	\$	70,614.37	\$	27,531.41	\$	875.48	\$	-	\$	28,406.90	40%	\$	42,207.47	\$	-
179	Owner's Protective/General Liability Insurance	\$	18,097.99	\$	16,017.91	\$	363.06	\$	-	\$	16,380.97	91%	\$	1,717.01	\$	-
180	Builder's Risk Insurance	\$	2,047.25	\$	2,047.25	\$	-	\$	-	\$	2,047.25	100%	\$	0.00	\$	-
181	Construction Contingency	\$	69,000.00	\$	265.57	\$	-	\$	235.51	\$	301.08	1%	\$	68,498.92	\$	-
182	General Contractor Fee	\$	79,334.18	\$	54,538.25	\$	1,965.81	\$	10.01	\$	56,514.07	71%	\$	22,820.10	\$	-
183	Completion Incentive	\$	18,400.00	\$	-	\$	-	\$	-	\$	18,400.00	100%	\$	-	\$	-

184	OFCI Equipment & Materials 1% Management Fee	\$	6,900.00	\$	6,900.00	\$	-	\$	-	\$	6,900.00	100%	\$	-	\$	-
185	Division 003 - Concrete	\$	181,802.58	\$	181,802.58	\$	-	\$	-	\$	181,802.58	100%	\$	-	\$	-
186	Division 005 - Miscellaneous Metals	\$	84,707.00	\$	75,536.79	\$	-	\$	-	\$	75,536.79	89%	\$	9,170.21	\$	-
187	Division 006 - Wood, Plastics, & Composites	\$	6,144.36	\$	6,144.36	\$	-	\$	-	\$	6,144.36	100%	\$	(0.00)	\$	-
188	Division 007 - Waterproofing	\$	7,508.19	\$	3,480.90	\$	-	\$	-	\$	3,480.90	46%	\$	4,027.29	\$	-
189	Division 008 - Openings	\$	30,463.57	\$	25,560.12	\$	-	\$	-	\$	25,560.12	84%	\$	4,903.45	\$	-
190	Division 009 - Finishes	\$	116,764.68	\$	116,764.68	\$	-	\$	-	\$	116,764.68	100%	\$	(0.01)	\$	-
191	Division 010 - Specialties	\$	1,126.08	\$	1,126.08	\$	-	\$	-	\$	1,126.08	100%	\$	-	\$	-
192	Division 021 - Fire Protection	\$	29,806.00	\$	5,434.10	\$	-	\$	-	\$	5,434.10	18%	\$	24,371.90	\$	-
193	Division 022 & 023 - Plumbing/HVAC/Controls	\$	57,649.02	\$	57,063.81	\$	-	\$	-	\$	57,063.81	99%	\$	585.21	\$	-
194	Division 026 - Electrical/LV Communications	\$	827,520.29	\$	455,413.36	\$	25,873.00	\$	-	\$	481,286.36	58%	\$	346,233.93	\$	-
195	Division 031 - Civil/Earthwork	\$	58,504.85	\$	58,504.85	\$	-	\$	-	\$	58,504.85	100%	\$	(0.00)	\$	-
196	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	28,371.58	\$	15,186.97	\$	40.86	\$	-	\$	15,236.83	54%	\$	13,134.75	\$	-
197	Division 033 - Site Utilities	\$	42,586.00	\$	38,846.34	\$	-	\$	-	\$	38,846.34	91%	\$	3,739.66	\$	-
198	Pre-Engineered Metal Buildings (Erection)	\$	155,821.21	\$	146,695.79	\$	-	\$	-	\$	146,695.79	94%	\$	9,125.42	\$	-
199	Guard Station (South)	\$	338,934.60	\$	157,968.22	\$	4,157.44	\$	32.02	\$	162,157.68	48%	\$	176,776.92	\$	-
200	General Conditions	\$	6,379.99	\$	4,458.84	\$	90.40	\$	-	\$	4,549.24	71%	\$	1,830.75	\$	-
201	Owner's Protective/General Liability Insurance	\$	9,210.57	\$	3,591.06	\$	114.19	\$	-	\$	3,705.25	40%	\$	5,505.32	\$	-
202	Builder's Risk Insurance	\$	2,360.61	\$	2,080.29	\$	47.36	\$	-	\$	2,136.65	91%	\$	223.96	\$	-
203	Construction Contingency	\$	267.03	\$	267.03	\$	-	\$	-	\$	267.03	100%	\$	0.00	\$	-
204	General Contractor Fee	\$	9,000.00	\$	34.64	\$	-	\$	30.72	\$	65.36	1%	\$	8,934.64	\$	-
205	Completion Incentive	\$	10,347.94	\$	6,461.90	\$	169.49	\$	1.31	\$	6,632.69	64%	\$	3,715.24	\$	-
206	OFCI Equipment & Materials 1% Management Fee	\$	2,400.00	\$	-	\$	2,400.00	\$	-	\$	2,400.00	100%	\$	-	\$	-
207	Division 003 - Concrete	\$	900.00	\$	900.00	\$	-	\$	-	\$	900.00	100%	\$	-	\$	-
208	Division 005 - Miscellaneous Metals	\$	23,713.38	\$	23,713.38	\$	-	\$	-	\$	23,713.38	100%	\$	-	\$	-
209	Division 006 - Wood, Plastics, & Composites	\$	11,048.74	\$	9,852.63	\$	-	\$	-	\$	9,852.63	89%	\$	1,196.11	\$	-
210	Division 007 - Waterproofing	\$	801.44	\$	82.50	\$	-	\$	-	\$	82.50	10%	\$	718.94	\$	-
211	Division 008 - Openings	\$	979.33	\$	335.53	\$	-	\$	-	\$	335.53	34%	\$	643.80	\$	-
212	Division 009 - Finishes	\$	3,973.51	\$	2,591.31	\$	-	\$	-	\$	2,591.31	65%	\$	1,382.20	\$	-
213	Division 010 - Specialties	\$	15,230.18	\$	9,415.87	\$	1,329.50	\$	-	\$	10,745.37	71%	\$	4,484.81	\$	-
214	Division 021 - Fire Protection	\$	146.88	\$	38.21	\$	-	\$	-	\$	38.21	26%	\$	108.67	\$	-
215	Division 022 & 023 - Plumbing/HVAC/Controls	\$	3,887.74	\$	708.80	\$	-	\$	-	\$	708.80	18%	\$	3,178.94	\$	-
216	Division 026 - Electrical/LV Communications	\$	7,519.44	\$	2,003.86	\$	-	\$	-	\$	2,003.86	27%	\$	5,515.58	\$	-
217	Division 031 - Civil/Earthwork	\$	107,937.43	\$	5,692.63	\$	-	\$	-	\$	5,692.63	5%	\$	102,244.80	\$	-
218	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	7,631.07	\$	7,631.06	\$	-	\$	-	\$	7,631.06	100%	\$	0.00	\$	-
219	Division 033 - Site Utilities	\$	3,700.64	\$	1,805.18	\$	6.50	\$	-	\$	1,811.68	49%	\$	1,888.96	\$	-
220	Pre-Engineered Metal Buildings (Erection)	\$	5,554.70	\$	4,650.90	\$	-	\$	-	\$	4,650.90	84%	\$	903.80	\$	-
221	Guard Station (South)	\$	20,324.51	\$	2,775.16	\$	-	\$	-	\$	2,775.16	14%	\$	17,549.35	\$	-
222	Guard Station (North)	\$	85,619.50	\$	68,870.43	\$	-	\$	-	\$	68,870.43	80%	\$	16,749.07	\$	-
	Guard Station (North)	\$	338,934.60	\$	156,486.85	\$	4,157.44	\$	32.02	\$	160,676.32	47%	\$	178,258.28	\$	-

222	General Conditions	\$	6,379.99	\$	4,458.84	\$	90.40	\$	-	\$	4,549.24	71%	\$	1,830.75	\$	-
223	General Requirements	\$	9,210.57	\$	3,591.06	\$	114.19	\$	-	\$	3,705.25	40%	\$	5,505.32	\$	-
224	Owner's Protective/General Liability Insurance	\$	2,360.61	\$	2,089.29	\$	47.36	\$	-	\$	2,136.65	91%	\$	223.96	\$	-
225	Builder's Risk Insurance	\$	267.03	\$	267.03	\$	-	\$	-	\$	267.03	100%	\$	0.00	\$	-
226	Construction Contingency	\$	9,000.00	\$	34.64	\$	-	\$	30.72	\$	65.36	1%	\$	8,934.64	\$	-
227	General Contractor Fee	\$	10,347.94	\$	6,426.04	\$	169.49	\$	1.31	\$	6,596.83	64%	\$	3,751.10	\$	-
228	Completion Incentive	\$	2,400.00	\$	-	\$	2,400.00	\$	-	\$	2,400.00	100%	\$	-	\$	-
229	OFFICE Equipment & Materials 1% Management Fee	\$	990.00	\$	900.00	\$	-	\$	-	\$	900.00	100%	\$	-	\$	-
230	Division 003 - Concrete	\$	23,713.38	\$	23,713.38	\$	-	\$	-	\$	23,713.38	100%	\$	-	\$	-
231	Division 005 - Miscellaneous Metals	\$	11,048.74	\$	9,852.63	\$	-	\$	-	\$	9,852.63	89%	\$	1,196.11	\$	-
232	Division 006 - Wood, Plastics, & Composites	\$	801.44	\$	-	\$	-	\$	-	\$	-	0%	\$	801.44	\$	-
233	Division 007 - Waterproofing	\$	979.33	\$	141.87	\$	-	\$	-	\$	141.87	14%	\$	837.46	\$	-
234	Division 008 - Openings	\$	3,973.51	\$	1,943.78	\$	-	\$	-	\$	1,943.78	49%	\$	2,029.73	\$	-
235	Division 009 - Finishes	\$	15,230.18	\$	9,405.29	\$	1,325.50	\$	-	\$	10,734.79	70%	\$	4,495.39	\$	-
236	Division 010 - Specialties	\$	146.88	\$	24.01	\$	-	\$	-	\$	24.01	16%	\$	122.87	\$	-
237	Division 021 - Fire Protection	\$	3,887.74	\$	708.80	\$	-	\$	-	\$	708.80	18%	\$	3,178.94	\$	-
238	Division 022 & 023 - Plumbing/HVAC/Controls	\$	7,519.44	\$	1,745.25	\$	-	\$	-	\$	1,745.25	23%	\$	5,774.19	\$	-
239	Division 026 - Electrical/L.V Communications	\$	107,937.43	\$	5,692.63	\$	-	\$	-	\$	5,692.63	5%	\$	102,244.80	\$	-
240	Division 031 - Civil/Earthwork	\$	7,631.07	\$	7,631.07	\$	-	\$	-	\$	7,631.07	100%	\$	(0.00)	\$	-
241	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	3,700.64	\$	2,352.16	\$	6.50	\$	-	\$	2,358.66	64%	\$	1,341.98	\$	-
242	Division 033 - Site Utilities	\$	5,554.70	\$	3,863.49	\$	-	\$	-	\$	3,863.49	70%	\$	1,691.21	\$	-
243	Pre-Engineered Metal Buildings (Erection)	\$	20,324.51	\$	2,775.16	\$	-	\$	-	\$	2,775.16	14%	\$	17,549.35	\$	-
244	Guard Station (North)	\$	85,619.50	\$	68,870.43	\$	-	\$	-	\$	68,870.43	80%	\$	16,749.07	\$	-
245	McCarthy Pre-Construction Services	\$	70,000.00	\$	-	\$	-	\$	-	\$	-	-	-	\$	-	-
	Pre-Construction Services	\$	70,000.00	\$	70,000.00	\$	-	\$	-	\$	70,000.00	100%	\$	-	\$	-
	CONTRACT VALUES	\$	84,609,604.00	\$	66,155,304.55	\$	2,639,949.79	\$	1,108,349.48	\$	69,924,479.14	83%	\$	14,685,124.86	\$	-

AIA DOCUMENT G703 - CONTINUATION SHEET APRIL 1978 EDITION AIA 1978
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

G703-1978

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Subcontractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Subcontract where variable retainage for line items may apply.

AIA DOCUMENT G703

APPLICATION NO: 013A
 APPLICATION DATE: 11/21/2022
 PERIOD TO: 11/21/2022
 CONTRACTORS PROJECT NO: 2229.000

PROJECT NAME: Core Scientific Denton Data Center

A.	B.	C.	D.	E.	F.	G.	H.	I.
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+1)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR F)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	RETAINAGE (IF VARIABLE DATE)
1	PCCO #003 - ANT Box Placement/Setup (Electrical)	\$ 1,118,676.00	\$ 1,118,676.00	\$ -	\$ -	\$ 1,118,676.00	100.00%	\$ -
2	PCCO #005 - South MV Sub-Station to PMU	\$ 32,162.00	\$ 32,162.00	\$ -	\$ -	\$ 32,162.00	100.00%	\$ -
3	PCCO #006 - Sure Steel 50MW Steel Fabrication	\$ 1,271,030.00	\$ 1,271,030.00	\$ -	\$ -	\$ 1,271,030.00	100.00%	\$ -
4	PCCO #007 - ANT Farm/ANT Box Relocation (Electrical)	\$ 86,933.00	\$ 86,933.00	\$ -	\$ -	\$ 86,933.00	100.00%	\$ -
5	PCCO #008 - ANT Farm Temporary Wall Panel	\$ 5,643.00	\$ 5,643.00	\$ -	\$ -	\$ 5,643.00	100.00%	\$ -
6	PCCO #009 - ANT Farm Temporary Enclosure / Relocation	\$ 10,053.00	\$ 10,053.00	\$ -	\$ -	\$ 10,053.00	100.00%	\$ -
7	PCCO #010 - South Technical Building Power & Wall Type A	\$ 44,326.20	\$ 44,326.20	\$ -	\$ -	\$ 44,326.20	100.00%	\$ -
8	PCCO #011 - Fan Array Electrical/Traffic Control Ant/ANT Farm PL	\$ 235,003.00	\$ 235,003.00	\$ -	\$ -	\$ 235,003.00	100.00%	\$ -
9	PCCO #014 - COO Drive Voids/Gates, Wall Type A, Rollup Coatings, MV Revision, Lighting, VPE, Substation Terms	\$ (15,392.00)	\$ (15,392.00)	\$ -	\$ -	\$ (15,392.00)	100.00%	\$ -
10	PCCO #016 - Equipment Pad Cuts, Refrigerant Insulation, Additional LV Cable	\$ (19,789.00)	\$ (19,789.00)	\$ -	\$ -	\$ (19,789.00)	100.00%	\$ -
11	PCCO #023 - Miscellaneous Electrical Changes	\$ 132,807.00	\$ 132,807.00	\$ -	\$ -	\$ 132,807.00	100.00%	\$ -
12	PCCO #026 - Trenches/Shelter	\$ 53,024.00	\$ 53,024.00	\$ -	\$ -	\$ 53,024.00	100.00%	\$ -
13	PCCO #009 - North Substation Relocation / Fan Array Control / Power Cabling	\$ 128,634.00	\$ 128,634.00	\$ -	\$ -	\$ 128,634.00	100.00%	\$ -
14	PCCO #009 - Big Box Modifications	\$ 4,889.00	\$ 4,889.00	\$ -	\$ -	\$ 4,889.00	100.00%	\$ -
15	PCCO #009 - Able LV ANT Farm Demobilization	\$ 292,413.00	\$ 292,413.00	\$ -	\$ -	\$ 292,413.00	100.00%	\$ -
16	PCCO #009 - Building D Maddox Transformer to VT Transformer	\$ 243,877.00	\$ 243,877.00	\$ -	\$ -	\$ 243,877.00	100.00%	\$ -
17	PCCO #009 - Building C Maddox Transformer to VT Transformer	\$ 37,463.00	\$ 37,463.00	\$ -	\$ -	\$ 37,463.00	100.00%	\$ -
18	PCCO #009 - Building B Maddox Transformer to VT Transformer	\$ 147,507.00	\$ 147,507.00	\$ -	\$ -	\$ 147,507.00	100.00%	\$ -
19	PCCO #009 - Building D Transformer Issues	\$ 7,838.00	\$ 7,838.00	\$ -	\$ -	\$ 7,838.00	100.00%	\$ -
20	PCCO #009 - Fan Array Composites for Pears, TX	\$ 16,770.00	\$ 16,770.00	\$ -	\$ -	\$ 16,770.00	100.00%	\$ -
21	PCCO #009 - Building E Load Bank	\$ 30,059.00	\$ 30,059.00	\$ -	\$ -	\$ 30,059.00	100.00%	\$ -
22	PCCO #009 - South Technical Temporary Power	\$ 25,110.00	\$ 25,110.00	\$ -	\$ -	\$ 25,110.00	100.00%	\$ -
23	PCCO #009 - North Guard Station Feeder	\$ 8,163.00	\$ 8,163.00	\$ -	\$ -	\$ 8,163.00	100.00%	\$ -
24	PCCO #009 - North Guard Station Temporary Power	\$ 9,173.00	\$ 9,173.00	\$ -	\$ -	\$ 9,173.00	100.00%	\$ -
25	PCCO #009 - Exterior Building Signage	\$ 6,337.00	\$ 6,337.00	\$ -	\$ -	\$ 6,337.00	100.00%	\$ -
26	PCCO #009 - Building E Switchgear E-10 Breaker Testing	\$ 227,391.00	\$ 227,391.00	\$ -	\$ -	\$ 227,391.00	100.00%	\$ -
27	PCCO #009 - McCarthy ANT Farm Mobilization & Demobilization	\$ 1,687.00	\$ 1,687.00	\$ -	\$ -	\$ 1,687.00	100.00%	\$ -
28	PCCO #009 - McCarthy Building D Minor Plastic Protection	\$ 41,075.00	\$ 41,075.00	\$ -	\$ -	\$ 41,075.00	100.00%	\$ -
29	PCCO #009 - McCarthy VT Transformer Assurance	\$ 5,557.00	\$ 5,557.00	\$ -	\$ -	\$ 5,557.00	100.00%	\$ -
30	PCCO #009 - Sure Steel Transformer Relocation	\$ 4,329,077.20	\$ 4,329,077.20	\$ -	\$ -	\$ 4,329,077.20	100.00%	\$ 276,960.52
GRAND TOTALS		\$ 4,329,077.20	\$ 4,329,077.20	\$ -	\$ -	\$ 4,329,077.20	100.00%	\$ 276,960.52

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

	Bidding Category	\$	\$	\$	\$	\$	\$	%	\$	\$	\$	\$	\$			
1	General Conditions	\$	174,386.28	\$	115,919.91	\$	5,955.53	-	\$	-	\$	121,875.43	\$	52,510.85	\$	-
2	General Requirements	\$	251,755.58	\$	94,925.03	\$	3,230.51	-	\$	-	\$	98,155.54	\$	153,600.04	\$	8,631.64
3	Owner's Protective-General Liability Insurance	\$	64,523.26	\$	57,107.31	\$	-	-	\$	-	\$	57,107.31	\$	7,415.95	\$	-
4	Builder's Risk Insurance	\$	7,298.90	\$	7,298.90	\$	-	-	\$	-	\$	7,298.90	\$	6.00	\$	-
5	Construction Contingency	\$	246,000.00	\$	946.82	\$	-	-	\$	-	\$	946.82	\$	245,053.18	\$	-
6	General Contractor Fee	\$	282,843.58	\$	220,185.31	\$	12,974.01	-	\$	-	\$	233,159.32	\$	49,684.27	\$	-
7	Completion Incentive	\$	65,600.00	\$	-	\$	-	-	\$	-	\$	-	\$	65,600.00	\$	-
8	OFCI Equipment & Materials 1% Management Fee	\$	24,600.00	\$	24,600.00	\$	-	-	\$	-	\$	24,600.00	\$	-	\$	-
9	Division 003 - Concrete	\$	648,165.72	\$	648,165.72	\$	-	-	\$	-	\$	648,165.72	\$	-	\$	64,816.57
10	Division 005 - Miscellaneous Metals	\$	301,998.87	\$	301,125.10	\$	-	-	\$	-	\$	301,125.10	\$	-	\$	27,314.32
11	Division 006 - Wood, Plastics, & Composites	\$	21,999.97	\$	19,555.46	\$	-	-	\$	-	\$	19,555.46	\$	-	\$	1,164.90
12	Division 007 - Waterproofing	\$	26,768.33	\$	13,084.00	\$	2,061.35	-	\$	-	\$	15,145.35	\$	2,350.51	\$	777.06
13	Division 008 - Openings	\$	108,699.25	\$	93,461.56	\$	162.85	-	\$	-	\$	93,624.41	\$	14,984.83	\$	9,318.15
14	Division 009 - Finishes	\$	416,291.45	\$	366,925.16	\$	8,265.12	-	\$	-	\$	375,190.28	\$	41,101.17	\$	33,895.70
15	Division 010 - Specialties	\$	4,014.72	\$	3,708.33	\$	-	-	\$	-	\$	3,708.33	\$	306.39	\$	163.44
16	Division 021 - Fire Protection	\$	106,264.87	\$	97,106.50	\$	3,667.23	-	\$	-	\$	100,773.73	\$	5,491.14	\$	9,517.85
17	Division 022 & 023 - Plumbing/HVAC/Controls	\$	205,531.28	\$	68,907.58	\$	5,079.00	-	\$	-	\$	73,986.58	\$	131,544.70	\$	2,309.96
18	Division 026 - Electrical/LV Communications	\$	2,990,289.73	\$	2,329,778.00	\$	276,849.29	-	\$	-	\$	2,606,627.29	\$	343,662.44	\$	141,041.58
19	Division 031 - Civil/Earthwork	\$	208,582.50	\$	208,582.50	\$	-	-	\$	-	\$	208,582.50	\$	(0.00)	\$	16,731.91
20	Division 032 - Exterior Improvements (Fences/Gates/Landscaping)	\$	101,130.85	\$	64,045.85	\$	-	-	\$	-	\$	64,045.85	\$	37,105.00	\$	6,358.34
21	Division 033 - Site Utilities	\$	151,828.33	\$	151,053.49	\$	-	-	\$	-	\$	151,053.49	\$	774.84	\$	15,105.35
22	Prefabricated Metal Buildings (Erection)	\$	555,536.47	\$	555,536.47	\$	-	-	\$	-	\$	555,536.47	\$	-	\$	50,684.69
23	General Conditions	\$	336,012.60	\$	223,357.80	\$	11,475.28	-	\$	-	\$	234,833.09	\$	101,179.51	\$	-
24	General Requirements	\$	485,090.02	\$	182,904.30	\$	6,224.65	-	\$	-	\$	189,128.95	\$	295,961.07	\$	16,635.54
25	Owner's Protective-General Liability Insurance	\$	124,325.30	\$	110,036.03	\$	-	-	\$	-	\$	110,036.03	\$	14,289.27	\$	-
26	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	-	\$	-	\$	14,063.74	\$	(0.00)	\$	-
27	Construction Contingency	\$	474,000.00	\$	1,824.34	\$	216,000.00	-	\$	-	\$	217,824.36	\$	256,175.64	\$	-
28	General Contractor Fee	\$	544,991.30	\$	418,696.61	\$	34,818.28	-	\$	-	\$	453,584.89	\$	91,406.41	\$	-
29	Completion Incentive	\$	126,400.00	\$	-	\$	-	-	\$	-	\$	-	\$	126,400.00	\$	-
30	OFCI Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	-	\$	-	\$	47,400.00	\$	-	\$	-
31	Division 003 - Concrete	\$	1,248,904.68	\$	1,248,904.68	\$	-	-	\$	-	\$	1,248,904.68	\$	-	\$	109,967.13
32	Division 005 - Miscellaneous Metals	\$	581,900.25	\$	580,510.00	\$	-	-	\$	-	\$	580,510.00	\$	1,390.25	\$	52,659.36
33	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	37,726.05	\$	-	-	\$	-	\$	37,726.05	\$	4,483.02	\$	2,246.48
34	Division 007 - Waterproofing	\$	51,577.99	\$	25,238.41	\$	3,976.50	-	\$	-	\$	29,214.91	\$	22,363.08	\$	1,493.84
35	Division 008 - Openings	\$	209,271.47	\$	180,206.97	\$	313.79	-	\$	-	\$	190,530.76	\$	28,750.72	\$	17,966.68
36	Division 009 - Finishes	\$	802,122.55	\$	625,997.66	\$	6,131.94	-	\$	-	\$	632,139.60	\$	169,992.95	\$	47,517.01
37	Division 010 - Specialties	\$	7,735.68	\$	6,141.26	\$	-	-	\$	-	\$	6,141.26	\$	1,594.42	\$	315.24
38	Division 021 - Fire Protection	\$	204,754.25	\$	200,273.50	\$	4,480.75	-	\$	-	\$	204,754.25	\$	0.00	\$	19,164.15
39	Division 022 & 023 - Plumbing/HVAC/Concre	\$	396,023.68	\$	140,432.74	\$	15,722.00	-	\$	-	\$	156,144.74	\$	239,878.94	\$	3,461.48

40	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	4,349,610.99	\$	556,575.72	\$	-	\$	4,906,186.71	80%	\$	778,517.88	\$	290,301.17
41	Division 031 - Civil/Earthwork	\$	401,902.86	\$	401,902.86	\$	-	\$	-	\$	401,902.86	100%	\$	0.00	\$	34,597.16
42	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	123,492.40	\$	-	\$	-	\$	123,492.40	63%	\$	71,408.03	\$	12,260.13
43	Division 033 - Site Utilities	\$	292,547.27	\$	291,182.87	\$	-	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	29,118.29
44	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,070,423.93	\$	-	\$	-	\$	1,070,423.93	100%	\$	-	\$	103,434.00
111	Building	\$	336,012.60	\$	223,357.80	\$	11,475.28	\$	-	\$	234,833.09	70%	\$	101,179.51	\$	-
112	General Conditions	\$	485,090.02	\$	182,904.30	\$	6,224.65	\$	-	\$	189,128.95	39%	\$	295,961.07	\$	16,635.54
113	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	110,036.03	\$	-	\$	-	\$	110,036.03	89%	\$	14,289.27	\$	-
114	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
115	Construction Contingency	\$	474,000.00	\$	1,824.36	\$	216,000.00	\$	-	\$	217,824.36	46%	\$	256,175.64	\$	-
116	General Contractor Fee	\$	544,991.30	\$	322,394.92	\$	36,935.32	\$	-	\$	359,330.24	66%	\$	185,661.05	\$	-
117	Completion Incentive	\$	126,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	126,400.00	\$	-
118	OFCE Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
119	Division 003 - Concrete	\$	1,348,004.68	\$	906,888.94	\$	111,457.40	\$	-	\$	1,108,346.34	89%	\$	140,558.34	\$	96,599.19
120	Division 005 - Miscellaneous Metals	\$	581,990.25	\$	518,905.00	\$	-	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	46,498.86
121	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	15,261.30	\$	-	\$	-	\$	15,261.30	36%	\$	26,947.77	\$	-
122	Division 007 - Waterproofing	\$	51,577.99	\$	18,275.05	\$	4,915.59	\$	-	\$	23,190.64	43%	\$	28,387.35	\$	1,827.51
123	Division 008 - Openings	\$	209,271.47	\$	172,059.07	\$	313.79	\$	-	\$	172,372.86	82%	\$	36,898.62	\$	16,870.49
124	Division 009 - Finishes	\$	802,122.55	\$	584,799.15	\$	25,589.86	\$	-	\$	610,389.01	76%	\$	191,733.54	\$	7,539.66
125	Division 010 - Specialties	\$	7,735.68	\$	4,209.51	\$	-	\$	-	\$	4,209.51	54%	\$	3,526.17	\$	342.75
126	Division 021 - Fire Protection	\$	204,754.25	\$	184,275.50	\$	5,371.29	\$	-	\$	189,646.79	91%	\$	15,109.46	\$	14,164.15
127	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	191,123.24	\$	-	\$	-	\$	191,123.24	48%	\$	204,900.44	\$	15,216.43
128	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	2,611,128.99	\$	368,565.72	\$	-	\$	2,981,694.71	52%	\$	2,703,009.88	\$	171,452.97
129	Division 031 - Civil/Earthwork	\$	401,902.86	\$	144,380.69	\$	9,652.47	\$	-	\$	354,033.16	88%	\$	47,869.70	\$	32,274.48
130	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	92,296.77	\$	10,251.92	\$	-	\$	102,548.69	53%	\$	92,351.73	\$	4,799.45
131	Division 033 - Site Utilities	\$	292,547.27	\$	264,102.49	\$	-	\$	-	\$	264,102.49	90%	\$	28,444.78	\$	26,410.25
132	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	970,147.43	\$	99,248.46	\$	-	\$	1,069,395.89	100%	\$	1,028.04	\$	65,934.06
133	Building	\$	336,012.60	\$	223,357.80	\$	11,475.28	\$	-	\$	234,833.09	70%	\$	101,179.51	\$	-
134	General Conditions	\$	485,090.02	\$	182,904.30	\$	6,224.65	\$	-	\$	189,128.95	39%	\$	295,961.07	\$	16,635.54
135	Owner's Protective/General Liability Insurance	\$	124,325.30	\$	110,036.03	\$	-	\$	-	\$	110,036.03	89%	\$	14,289.27	\$	-
136	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
137	Construction Contingency	\$	474,000.00	\$	1,824.36	\$	216,000.00	\$	-	\$	217,824.36	46%	\$	256,175.64	\$	-
138	General Contractor Fee	\$	544,991.30	\$	322,394.92	\$	36,935.32	\$	-	\$	359,330.24	66%	\$	185,661.05	\$	-
139	Completion Incentive	\$	126,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	126,400.00	\$	-
140	OFCE Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
141	Division 003 - Concrete	\$	1,348,004.68	\$	906,888.94	\$	111,457.40	\$	-	\$	1,108,346.34	89%	\$	140,558.34	\$	96,599.19
142	Division 005 - Miscellaneous Metals	\$	581,990.25	\$	518,905.00	\$	-	\$	-	\$	518,905.00	89%	\$	62,995.25	\$	46,498.86
143	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	15,261.30	\$	-	\$	-	\$	15,261.30	36%	\$	26,947.77	\$	-

144	Division 007 - Waterproofing	\$	51,577.99	\$	18,275.05	\$	4,915.59	\$	-	\$	23,190.64	45%	\$	28,387.35	\$	1,827.51
145	Division 008 - Openings	\$	209,271.47	\$	172,039.07	\$	311.79	\$	-	\$	172,372.86	82%	\$	36,896.62	\$	16,870.49
146	Division 009 - Partitions	\$	802,122.55	\$	483,030.29	\$	4,944.77	\$	-	\$	487,975.00	61%	\$	314,147.49	\$	6,582.99
147	Division 010 - Specialties	\$	7,735.68	\$	4,209.52	\$	-	\$	-	\$	4,209.52	54%	\$	3,526.16	\$	342.75
148	Division 021 - Fire Protection	\$	204,754.25	\$	147,773.50	\$	3,556.37	\$	-	\$	151,329.87	74%	\$	53,434.38	\$	14,164.15
149	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	161,592.24	\$	-	\$	-	\$	161,592.24	41%	\$	234,431.44	\$	15,216.43
150	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	1,793,623.47	\$	174,670.90	\$	-	\$	1,968,294.37	35%	\$	3,716,410.23	\$	144,102.97
151	Division 031 - Civil/Earthwork	\$	401,902.86	\$	344,380.69	\$	9,652.48	\$	-	\$	354,033.17	88%	\$	47,869.69	\$	32,274.48
152	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	92,296.77	\$	10,251.92	\$	-	\$	102,548.69	53%	\$	92,351.73	\$	4,799.45
153	Division 033 - Site Utilities	\$	292,547.27	\$	264,102.49	\$	-	\$	-	\$	264,102.49	90%	\$	28,444.78	\$	26,410.25
154	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	486,767.69	\$	346,279.02	\$	-	\$	833,046.71	78%	\$	237,577.22	\$	19,789.32
Subtotal (South)																
199	General Conditions	\$	6,179.99	\$	4,240.95	\$	217.89	\$	-	\$	4,458.84	70%	\$	1,921.15	\$	-
200	General Requirements	\$	9,210.57	\$	3,472.87	\$	118.19	\$	-	\$	3,591.06	39%	\$	5,619.51	\$	315.86
201	Owner's Protective/General Liability Insurance	\$	2,360.61	\$	2,089.29	\$	-	\$	-	\$	2,089.29	89%	\$	271.32	\$	-
202	Builder's Risk Insurance	\$	267.03	\$	267.03	\$	-	\$	-	\$	267.03	100%	\$	0.00	\$	-
203	Construction Contingency	\$	9,000.00	\$	34.64	\$	-	\$	-	\$	34.64	0%	\$	8,965.36	\$	-
204	General Contractor Fee	\$	10,347.94	\$	3,507.83	\$	2,954.07	\$	-	\$	6,461.90	62%	\$	3,880.03	\$	-
205	Completion Incentive	\$	2,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	2,400.00	\$	-
206	O&E Equipment & Materials 1% Management Fee	\$	900.00	\$	900.00	\$	-	\$	-	\$	900.00	100%	\$	-	\$	-
207	Division 003 - Concrete	\$	23,713.38	\$	23,713.38	\$	-	\$	-	\$	23,713.38	100%	\$	-	\$	2,371.34
208	Division 005 - Miscellaneous Metals	\$	11,048.74	\$	9,852.63	\$	-	\$	-	\$	9,852.63	89%	\$	1,196.11	\$	882.89
209	Division 006 - Wood, Plastics, & Composites	\$	801.44	\$	82.50	\$	-	\$	-	\$	82.50	10%	\$	718.94	\$	8.25
210	Division 007 - Waterproofing	\$	979.33	\$	289.67	\$	43.86	\$	-	\$	333.53	34%	\$	645.80	\$	17.66
211	Division 008 - Openings	\$	3,973.51	\$	2,585.35	\$	5.96	\$	-	\$	2,591.31	65%	\$	1,382.20	\$	257.94
212	Division 009 - Finishes	\$	15,220.18	\$	8,602.17	\$	813.70	\$	-	\$	9,415.87	62%	\$	5,814.31	\$	114.29
213	Division 010 - Specialties	\$	146.88	\$	38.21	\$	-	\$	-	\$	38.21	26%	\$	108.67	\$	3.82
214	Division 021 - Fire Protection	\$	3,887.74	\$	669.75	\$	39.05	\$	-	\$	708.80	18%	\$	3,178.94	\$	65.78
215	Division 022 & 023 - Plumbing/HVAC/Controls	\$	7,519.44	\$	2,003.86	\$	-	\$	-	\$	2,003.86	27%	\$	5,515.58	\$	189.89
216	Division 026 - Electrical/LV Communications	\$	107,937.43	\$	5,684.96	\$	7.67	\$	-	\$	5,692.63	5%	\$	102,244.80	\$	523.70
217	Division 031 - Civil/Earthwork	\$	7,031.07	\$	7,031.06	\$	-	\$	-	\$	7,031.06	100%	\$	0.00	\$	617.12
218	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	3,700.64	\$	1,751.08	\$	54.10	\$	-	\$	1,805.18	49%	\$	1,895.46	\$	173.42
219	Division 033 - Site Utilities	\$	5,554.70	\$	4,650.90	\$	-	\$	-	\$	4,650.90	84%	\$	903.80	\$	465.09
220	Pre-Engineered Metal Buildings (Erection)	\$	20,324.51	\$	2,775.16	\$	-	\$	-	\$	2,775.16	14%	\$	17,549.35	\$	277.52
221	Guard Station (South)	\$	85,619.50	\$	663.27	\$	68,207.16	\$	-	\$	68,870.43	80%	\$	16,749.07	\$	66.33
Subtotal (North)																
222	General Conditions	\$	6,379.99	\$	4,240.95	\$	217.89	\$	-	\$	4,458.84	70%	\$	1,921.15	\$	-
223	General Requirements	\$	9,210.57	\$	3,472.87	\$	118.19	\$	-	\$	3,591.06	39%	\$	5,619.51	\$	315.86
224	Owner's Protective/General Liability Insurance	\$	2,360.61	\$	2,089.29	\$	-	\$	-	\$	2,089.29	89%	\$	271.32	\$	-
225	Builder's Risk Insurance	\$	267.03	\$	267.03	\$	-	\$	-	\$	267.03	100%	\$	0.00	\$	-

236	Construction Contingency	\$	9,000.00	\$	34.64	\$	-	\$	-	\$	34.64	0%	\$	8,965.36	\$	-
237	General Contractor Fee	\$	10,347.94	\$	3,475.03	\$	2,951.01	\$	-	\$	6,426.04	62%	\$	3,921.86	\$	-
238	Completion Incentive	\$	2,400.00	\$	-	\$	-	\$	-	\$	-	0%	\$	2,400.00	\$	-
239	OFCE Equipment & Materials 1% Management Fee	\$	900.00	\$	900.00	\$	-	\$	-	\$	900.00	100%	\$	-	\$	-
240	Division 003 - Concrete	\$	23,713.38	\$	23,713.38	\$	-	\$	-	\$	23,713.38	100%	\$	-	\$	-
241	Division 005 - Miscellaneous Metals	\$	11,048.74	\$	9,852.63	\$	-	\$	-	\$	9,852.63	89%	\$	1,196.11	\$	882.89
242	Division 006 - Wood, Plastics, & Composites	\$	801.44	\$	-	\$	-	\$	-	\$	-	0%	\$	801.44	\$	-
243	Division 007 - Waterproofing	\$	979.33	\$	115.93	\$	25.94	\$	-	\$	141.87	14%	\$	837.46	\$	11.59
244	Division 008 - Openings	\$	3,973.51	\$	1,937.82	\$	5.96	\$	-	\$	1,943.78	49%	\$	2,029.73	\$	192.01
245	Division 009 - Finishes	\$	15,230.18	\$	8,591.59	\$	813.70	\$	-	\$	9,405.29	62%	\$	5,824.89	\$	113.23
246	Division 010 - Specialties	\$	146.88	\$	24.01	\$	-	\$	-	\$	24.01	16%	\$	122.87	\$	2.40
247	Division 021 - Fire Protection	\$	3,887.74	\$	669.75	\$	39.05	\$	-	\$	708.80	18%	\$	3,178.94	\$	65.78
248	Division 022 & 023 - Plumbing/HVAC/Controls	\$	7,519.44	\$	1,745.25	\$	-	\$	-	\$	1,745.25	23%	\$	5,774.19	\$	164.03
249	Division 026 - Electrical/LV Communications	\$	107,937.43	\$	5,684.96	\$	7.67	\$	-	\$	5,692.63	5%	\$	102,244.80	\$	523.70
250	Division 031 - Civil/Earthwork	\$	7,631.07	\$	7,631.07	\$	-	\$	-	\$	7,631.07	100%	\$	(0.00)	\$	175.50
251	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	3,700.64	\$	2,352.16	\$	-	\$	-	\$	2,352.16	64%	\$	1,348.48	\$	210.62
252	Division 033 - Site Utilities	\$	5,554.70	\$	3,863.49	\$	-	\$	-	\$	3,863.49	70%	\$	1,691.21	\$	386.35
253	Pre-Engineered Metal Buildings (Erection)	\$	20,324.51	\$	2,775.16	\$	-	\$	-	\$	2,775.16	14%	\$	17,549.35	\$	277.52
254	Guard Station (North)	\$	85,619.50	\$	663.27	\$	68,207.16	\$	-	\$	68,870.43	80%	\$	16,749.07	\$	66.33

MCCARTHY**Application For Payment**

To Owner : Core Scientific Inc
 From Contractor : McCarthy Building Companies, Inc.
 Contract For : Procure Initial Prime Contract:

Project : Core Scientific Data Center
 Via Architect :

Application No: 002229.000-DVRET
 Period To: 09/18/2022
 Project No: 002229.000
 Contract Date: 12/13/2021

Application For Payment Summary

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM 0.00
 2. Net Change by Change Orders 87,470,249.20
 3. CONTRACT SUM TO DATE (Line 1 + 2) 87,470,249.20
 4. TOTAL COMPLETED & STORED TO DATE 57,376,685.69

5. RETAINAGE

a. 7.07 % of Completed Work 4,057,550.52
 b. .00 % of Stored Material 0.00
 Total Retainage (Lines 5a+5b or Total in Cont. Sheet) 4,057,550.52

6. TOTAL EARNED LESS RETAINAGE 53,319,135.17
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from Prior Certificate)

8. CURRENT PAYMENT DUE 1,085,547.71

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 Less Line 6)

34,151,114.03

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:**By:****Date:** 09/16/2022**State of:****County of:**

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public:**My Commission Expires:****Architect's Certificate For Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified : \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:**By:****Date:**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Building ID		\$	13,341,241.67	\$	11,856,131.88	\$	-	\$	-	\$	11,856,131.88	89%	\$	1,495,129.79	\$	1,085,547.21
67	General Conditions	\$	336,012.60	\$	203,200.80	\$	-	\$	-	\$	203,200.80	60%	\$	132,811.79	\$	-
68	General Requirements	\$	485,000.02	\$	168,220.37	\$	-	\$	-	\$	168,220.37	35%	\$	316,869.65	\$	16,635.54
69	Owner's Protective/General Liability Insurance	\$	124,325.50	\$	103,204.86	\$	-	\$	-	\$	103,204.86	83%	\$	21,120.44	\$	-
70	Builder's Risk Insurance	\$	14,063.74	\$	14,063.74	\$	-	\$	-	\$	14,063.74	100%	\$	(0.00)	\$	-
71	Construction Contingency	\$	474,000.00	\$	-	\$	-	\$	-	\$	-	0%	\$	474,000.00	\$	-
72	General Contractor Fee	\$	544,991.30	\$	482,938.47	\$	-	\$	-	\$	482,938.47	89%	\$	62,052.83	\$	-
73	Completion Incentive	\$	126,400.00	\$	126,400.00	\$	-	\$	-	\$	126,400.00	100%	\$	-	\$	-
74	OFCL Equipment & Materials 1% Management Fee	\$	47,400.00	\$	47,400.00	\$	-	\$	-	\$	47,400.00	100%	\$	-	\$	-
75	Division 003 - Concrete	\$	1,248,904.68	\$	1,248,904.68	\$	-	\$	-	\$	1,248,904.68	100%	\$	-	\$	-
76	Division 005 - Miscellaneous Metals	\$	381,900.25	\$	483,717.75	\$	-	\$	-	\$	483,717.75	83%	\$	98,182.50	\$	46,498.86
77	Division 006 - Wood, Plastics, & Composites	\$	42,209.07	\$	22,464.75	\$	-	\$	-	\$	22,464.75	53%	\$	19,744.32	\$	2,246.48
78	Division 007 - Waterproofing	\$	51,577.99	\$	14,988.36	\$	-	\$	-	\$	14,988.36	29%	\$	36,589.63	\$	1,498.84
79	Division 008 - Openings	\$	209,271.47	\$	205,124.00	\$	-	\$	-	\$	205,124.00	98%	\$	4,147.47	\$	20,512.40
80	Division 009 - Finishes	\$	802,122.55	\$	701,243.46	\$	-	\$	-	\$	701,243.46	87%	\$	100,879.09	\$	70,124.35
81	Division 010 - Specialties	\$	7,735.68	\$	7,735.68	\$	-	\$	-	\$	7,735.68	100%	\$	-	\$	806.80
82	Division 021 - Fire Protection	\$	204,754.25	\$	188,141.50	\$	-	\$	-	\$	188,141.50	92%	\$	16,612.75	\$	18,814.15
83	Division 022 & 023 - Plumbing/HVAC/Controls	\$	396,023.68	\$	394,238.89	\$	-	\$	-	\$	394,238.89	100%	\$	1,784.79	\$	39,562.45
84	Division 026 - Electrical/LV Communications	\$	5,684,704.59	\$	5,640,656.20	\$	-	\$	-	\$	5,640,656.20	99%	\$	44,048.39	\$	563,808.55
85	Division 031 - Civil/Earthwork	\$	401,902.86	\$	324,857.23	\$	-	\$	-	\$	324,857.23	81%	\$	77,045.63	\$	32,485.72
86	Division 032 - Exterior Improvement (Fence/Gates/Landscaping)	\$	194,900.43	\$	122,601.28	\$	-	\$	-	\$	122,601.28	63%	\$	72,299.15	\$	12,260.13
87	Division 033 - Site Utilities	\$	292,547.27	\$	291,182.87	\$	-	\$	-	\$	291,182.87	100%	\$	1,364.40	\$	29,118.29
88	Pre-Engineered Metal Buildings (Erection)	\$	1,070,423.93	\$	1,064,846.99	\$	-	\$	-	\$	1,064,846.99	99%	\$	5,576.94	\$	106,484.70

MEGARTHY

To Owner : Core Scientific Inc
 From Contractor : McCarthy Building Companies, Inc.
 Contract For : Procure Initial Prime Contract:

Project : Core Scientific Data Center
 Via Architect :

Application No: 002229,000-ST/RET
 Period To: 09/16/2022
 Project No: 002229,000
 Contract Date: 12/13/2021

Application For Payment**Application For Payment Summary**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	0.00
2. Net Change by Change Orders	87,470,249.20
3. CONTRACT SUM TO DATE (Line 1 + 2)	87,470,249.20
4. TOTAL COMPLETED & STORED TO DATE	57,376,865.69
5. RETAINAGE	
a. 6.84 % of Completed Work	3,925,817.86
b. .00 % of Stored Material	0.00
Total Retainage (Lines 5a+5b or Total in Cont. Sheet)	3,925,817.86
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	53,450,867.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	53,319,135.17
8. CURRENT PAYMENT DUE	131,732.66
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	34,019,381.37

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:**By:****Date:** 09/16/2022**State of:****County of:**

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public:**My Commission Expires:****Architect's Certificate For Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified : \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:**By:****Date:**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

MECARTHY**Application for Payment**

To Owner: Core Scientifics, Inc. Project: Core Scientific Data Center
 From Contractor: McCarthy Building Companies Via Architect:

Application No: 002229.000-CRET
 Period To: 11/01/22
 Project No: 002229.000

Application for Payment

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	-
2. Net Change by Change Orders	\$87,656,080.20	
3. CONTRACT SUM TO DATE	\$87,656,080.20	
4. TOTAL COMPLETED & STORED TO DATE	\$88,933,529.73	
5. RETAINAGE		
a. 4.27% of Completed Work	\$2,948,530.17	
b. .00% of Stored Material	\$-	
Total Retainage	\$2,948,530.17	
6. TOTAL EARNED LESS RETAINAGE	\$85,985,999.56	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$65,007,711.87	
8. CURRENT PAYMENT DUE	\$376,287.69	
9. BALANCE TO FINISH	\$	18,486,719.47

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By:

State of Texas

County of Dallas

Subscribed and sworn to (or affirmed) before me on this 11 day of November 2022, by Michael Stelmach, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public:

My Commission Expires:

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

Owner's Approval for Payment

By:

Date:

McGARTHY**Application for Payment**

To Owner: Core Scientific, Inc.
 From Contractor: McCarthy Building Companies

Project: Core Scientific Data Center
 Via Architect:

Application No: 002229 000-E-RET
 Period To: 11/01/22
 Project No: 002229 000

Application for Payment

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	
2. Net Change by Change Orders	\$87,856,080.20	
3. CONTRACT SUM TO DATE	\$87,856,080.20	
4. TOTAL COMPLETED & STORED TO DATE	\$68,933,529.73	
5. RETAINAGE		
a. 3.58% of Completed Work	\$2,455,308.90	
b. .00% of Stored Material	\$-	
Total Retainage	\$2,455,308.90	
6. TOTAL EARNED LESS RETAINAGE	\$66,478,220.83	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$65,983,999.56	
8. CURRENT PAYMENT DUE	\$484,221.27	
9. BALANCE TO FINISH	\$ 18,496,719.47	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By:

State of: Texas

County of: Dallas

Subscribed and sworn to (or affirmed) before me on this ___ day of _____, 2022, by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public:

My Commission Expires:

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

Owner's Approval for Payment

By:

Date:

McGARRY**Application for Payment**

To Owner: Core Scientific, Inc.
 From Contractor: McCarthy Building Companies

Project: Core Scientific Data Center
 Via Architect:

Application No: 002228-000-417/RET
 Period To: 11/01/22
 Project No: 002228-000

Application for Payment

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$.
2. Net Change by Change Orders	\$87,856,080.20	
3. CONTRACT SUM TO DATE	\$87,856,080.20	
4. TOTAL COMPLETED & STORED TO DATE	\$88,933,529.73	
5. RETAINAGE		
a. 3.42% of Completed Work	\$2,363,484.08	
b. .00% of Stored Material	\$	
Total Retainage	\$2,363,484.08	
6. TOTAL EARNED LESS RETAINAGE	\$86,570,045.65	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$66,476,220.83	
8. CURRENT PAYMENT DUE	\$91,824.82	
9. BALANCE TO FINISH	\$	18,466,719.47

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By:

State of Texas

County of Dallas

Subscribed and sworn to (or affirmed) before me on the ____ day of ____ 2022, by Michael Steinhilber, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Date: 11/01/2022

Notary Public:

My Commission Expires:

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect:

By:

Date:

The Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

Owner's Approval for Payment

By:

Date:

177	General Conditions	\$	48,913.23	\$	32,514.09	\$	1,670.45	\$	-	\$	14,184.55	70%	\$	14,728.68	\$	-
178	General Requirements	\$	70,614.37	\$	26,625.29	\$	906.12	\$	-	\$	27,531.41	39%	\$	43,082.96	\$	2,421.63
179	Owner's Preventive General Liability Insurance	\$	18,097.99	\$	16,017.91	\$	-	\$	-	\$	16,017.91	89%	\$	2,080.08	\$	-
180	Builder's Risk Insurance	\$	2,047.25	\$	2,047.25	\$	-	\$	-	\$	2,047.25	100%	\$	0.00	\$	-
181	Construction Contingency	\$	69,000.00	\$	265.57	\$	-	\$	-	\$	265.57	0%	\$	68,734.43	\$	-
182	General Contract Fee	\$	79,314.18	\$	49,769.97	\$	4,768.28	\$	-	\$	54,538.25	69%	\$	24,795.93	\$	-
183	Completion Incentive	\$	18,460.00	\$	-	\$	-	\$	-	\$	-	0%	\$	18,460.00	\$	-
184	OECl Equipment & Materials 1% Management Fee	\$	6,900.00	\$	6,900.00	\$	-	\$	-	\$	6,900.00	100%	\$	-	\$	-
185	Division 003 - Concrete	\$	181,802.58	\$	154,869.36	\$	26,933.22	\$	-	\$	181,802.58	100%	\$	-	\$	14,001.34
186	Division 005 - Miscellaneous Metals	\$	84,707.00	\$	75,536.79	\$	-	\$	-	\$	75,536.79	89%	\$	9,170.21	\$	6,768.82
187	Division 006 - Wood, Plastics, & Composites	\$	6,144.36	\$	6,144.36	\$	-	\$	-	\$	6,144.36	100%	\$	(0.00)	\$	-
188	Division 007 - Waterproofing	\$	7,508.19	\$	2,741.62	\$	739.28	\$	-	\$	3,480.90	46%	\$	4,027.28	\$	274.16
189	Division 008 - Openings	\$	30,463.57	\$	25,514.44	\$	45.68	\$	-	\$	25,560.12	84%	\$	4,903.45	\$	2,501.00
190	Division 009 - Finishes	\$	116,764.68	\$	116,764.68	\$	-	\$	-	\$	116,764.68	100%	\$	(0.00)	\$	10,516.80
191	Division 010 - Specifications	\$	1,126.08	\$	1,126.08	\$	-	\$	-	\$	1,126.08	100%	\$	-	\$	51.34
192	Division 021 - Fire Protection	\$	29,806.00	\$	5,134.75	\$	299.15	\$	-	\$	5,434.10	18%	\$	24,371.90	\$	504.26
193	Division 022 & 023 - Plumbing/HVAC/Controls	\$	57,649.02	\$	57,649.02	\$	-	\$	-	\$	57,649.02	99%	\$	585.28	\$	5,033.64
194	Division 026 - Electrical/V Communications	\$	827,520.20	\$	375,354.54	\$	86,058.82	\$	-	\$	455,413.36	55%	\$	372,106.93	\$	25,605.01
195	Division 031 - Civil/Earthwork	\$	58,504.85	\$	58,504.85	\$	-	\$	-	\$	58,504.85	100%	\$	(0.00)	\$	4,853.95
196	Division 032 - Exterior Improvements (Irrigation/Gravel/Landscaping)	\$	28,371.58	\$	13,645.12	\$	1,541.85	\$	-	\$	15,186.97	54%	\$	13,144.61	\$	698.65
197	Division 033 - Site Utilities	\$	42,586.00	\$	38,846.34	\$	-	\$	-	\$	38,846.34	91%	\$	3,739.66	\$	3,884.63
198	Pre-Engineered Metal Buildings (Irrigation)	\$	155,821.21	\$	146,695.79	\$	-	\$	-	\$	146,695.79	94%	\$	9,125.42	\$	14,669.58

CORE OPERATION INVOICES



Purchase Order

Bill To:

Core Scientific, Inc.
210 Barton Springs Road Ste 300
Austin TX 78704
United States
ap@corescientific.com

Ship To:

Texas 1 Denton DT01
United States

#PO22620

Vendor

McCarthy Building Companies Inc
12851 Manchester Road
St Louis MO 63131
United States

TOTAL

\$65,616.00

Date

10/13/2022

Receive By

10/28/2022

Document Number

Quantity	Item	Rate	Amount
1	Expense: Building and Building Improvement	\$17,031.00	\$17,031.00
	Insulation at Miner Racks		
	Work on 9.17-9.26		
	Subtotal		
	COR		
	CDI		
	Fee (4.25%)		
	Total		
	\$15,968.00		
	\$15,968.00		
	\$149.00		
	\$203.00		
	\$693.00		
	\$17,031.00		
	\$15,968.00		
	\$15,968.00		
	\$149.00		
	\$203.00		
	\$693.00		
	\$17,031.00		
1	Expense: Building and Building Improvement	\$39,457.00	\$39,457.00
	Miner Rack Insulation at Building C		
	Week of 9.03-9.17		
	Week of 9.22-10.08		
	Subtotal		
	COR		
	CDI		
	Fee (4.25%)		
	Total		
	\$26,234.00		
	\$10,798.00		
	\$37,032.00		
	\$472.00		
	\$344.00		
	\$1,609.00		
	\$39,457		
	\$26,234.00		
	\$10,798.00		
	\$37,032.00		
	\$472.00		
	\$344.00		
	\$1,609.00		
	\$39,457		



PO22620



Purchase Order

Bill To:

Core Scientific, Inc.
 210 Barton Springs Road Ste 300
 Austin TX 78704
 United States
 ap@corescientific.com

Ship To:

Texas 1 Denton DTO1
 United States

#PO22620

Quantity	Item	Rate	Amount
1	Expense: Building and Building Improvement		
	cover Protecting Minor Racks at Building D	\$9,128.00	\$9,128.00
	Subtotal		
	COR		
	CDI		
	Fee (4.25%)		
	Total		
	\$8,568.00		
	\$8,568.00		
	\$79.00		
	\$109.00		
	\$372.00		
	\$9,128.00		
	\$8,568.00		
	\$8,568.00		
	\$79.00		
	\$109.00		
	\$372.00		
	\$9,128.00		

Total \$65,616.00

PO Special Terms

By accepting this purchase order, you agree to the price, schedule, and terms of this order.



PO22620

INVOICE**MCCARTHY**

Account With: CORE Scientific

Invoice Date: 10/11/2022

Our Invoice No.: 002229.000-009P

Project: 002229.000

Task No: 80000.0007.00.00

QUANTITY	DESCRIPTION	PRICE	AMOUNT
2	Miner Rack Insulation at Building C		
	Week of 9.03-9.17	\$26,234.00	\$26,234.00
	Week of 9.22-10.08	\$10,798.00	\$10,798.00
	Subtotal	\$37,032.00	\$37,032.00
	COR	\$472.00	\$472.00
	CDI	\$344.00	\$344.00
	Fee (4.25%)	\$1,609.00	\$1,609.00
	Total	\$39,457	\$39,457
	<u>PAYMENT TERMS: NET 30</u>		

By Michael Steinkamp (Project Manager)

Invoice

980415R



Baker Drywall

REQUEST FOR CHANGE ORDER

Ref.# COR-0035

External/RCO#

GC PO#

Date Sep 19, 2022

Job # 16-0436

To: MCCARTHY

12001 N CENTRAL EXPY

SUITE 400

DALLAS, TX 75243

Phone: 972-991-5500

Contact: Michael Steinkamp

Project: DENTON DATA CENTER NORTH/SOUTH
PARCELS

8151 JIM CHRISTAL RD

DENTON, TX 76207

Description: Insulation at Miner Racks Bld C - 09-03-22 to 09-17-22

09-03-2022

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic (OT)	3	7.00 Hrs	21.00	67.50	\$1,417.50
Total Labor					\$1,417.50
Equipment		Quantity UOM	Unit Price		Total
19' SCISSOR		1.00 DAY	50.00 DAY		\$50.00
Total Equipment					\$50.00
Subtotal for Detail					\$1,467.50

09-06-2022

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	3	8.00 Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	3	2.00 Hrs	6.00	67.50	\$405.00
Total Labor					\$1,485.00
Equipment		Quantity UOM	Unit Price		Total
19' SCISSOR		1.00 DAY	50.00 DAY		\$50.00
Total Equipment					\$50.00
Subtotal for Detail					\$1,535.00

09-07-2022

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	4	8.00 Hrs	32.00	45.00	\$1,440.00
Mechanic (OT)	4	2.00 Hrs	8.00	67.50	\$540.00
Total Labor					\$1,980.00
Equipment		Quantity UOM	Unit Price		Total
19' SCISSOR		1.00 DAY	50.00 DAY		\$50.00
Total Equipment					\$50.00
Subtotal for Detail					\$2,030.00

09-08-2022

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	4	8.00 Hrs	32.00	45.00	\$1,440.00
Mechanic (OT)	4	2.00 Hrs	8.00	67.50	\$540.00
Total Labor					\$1,980.00

3705 E 1st Street, Ft. Worth, TX 76111-5804

T (817) 810-0180

F (817) 810-0179

www.bakertriangle.com

Run on: September 19, 2022 11:27 AM

REQUEST FOR CHANGE ORDER
CONTINUED

16-0436

Sep 19, 2022

Page 2 of 4
COR-0035

DENTON DATA CENTER NORTH/SOUTH PARCELS

09-08-2022

Equipment	Quantity	UOM	Unit Price	Total
19' SCISSOR	1.00	DAY	50.00 DAY	\$50.00
Total Equipment				\$50.00
Subtotal for Detail				\$2,030.00

09-09-2022

Labor	# of Men	Quantity	UOM	Unit Total	Rate	Total
Mechanic	4	8.00	Hrs	32.00	45.00	\$1,440.00
Mechanic (OT)	4	2.00	Hrs	8.00	67.50	\$540.00
Total Labor						\$1,980.00

Equipment	Quantity	UOM	Unit Price	Total
19' SCISSOR	1.00	DAY	50.00 DAY	\$50.00
Total Equipment				\$50.00
Subtotal for Detail				\$2,030.00

09-10-2022

Labor	# of Men	Quantity	UOM	Unit Total	Rate	Total
Mechanic (OT)	7	8.00	Hrs	56.00	67.50	\$3,780.00
Total Labor						\$3,780.00

Equipment	Quantity	UOM	Unit Price	Total
19' SCISSOR	1.00	DAY	50.00 DAY	\$50.00
19' SCISSOR	1.00	DAY	50.00 DAY	\$50.00
Total Equipment				\$100.00
Subtotal for Detail				\$3,880.00

09-12-2022

Labor	# of Men	Quantity	UOM	Unit Total	Rate	Total
Mechanic	3	8.00	Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	5	2.00	Hrs	10.00	67.50	\$675.00
Total Labor						\$1,755.00

Equipment	Quantity	UOM	Unit Price	Total
19' SCISSOR	1.00	DAY	50.00 DAY	\$50.00
Total Equipment				\$50.00
Subtotal for Detail				\$1,805.00

09-13-2022

Labor	# of Men	Quantity	UOM	Unit Total	Rate	Total
Mechanic	3	8.00	Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	5	2.00	Hrs	10.00	67.50	\$675.00
Total Labor						\$1,755.00

Equipment	Quantity	UOM	Unit Price	Total
19' SCISSOR	1.00	DAY	50.00 DAY	\$50.00
Total Equipment				\$50.00

**REQUEST FOR CHANGE ORDER
CONTINUED**

16-0436

Sep 19, 2022

DENTON DATA CENTER NORTH/SOUTH PARCELS

09-13-2022**Subtotal for Detail \$1,805.00****09-14-2022**

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	3	8.00 Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	5	2.00 Hrs	10.00	67.50	\$675.00
Total Labor					\$1,755.00

Equipment	Quantity UOM	Unit Price	Total
19' SCISSOR	1.00 DAY	50.00 DAY	\$50.00
Total Equipment			\$50.00

Subtotal for Detail \$1,805.00**09-15-2022**

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	3	8.00 Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	5	2.00 Hrs	10.00	67.50	\$675.00
Total Labor					\$1,755.00

Equipment	Quantity UOM	Unit Price	Total
19' SCISSOR	1.00 DAY	50.00 DAY	\$50.00
Total Equipment			\$50.00

Subtotal for Detail \$1,805.00**09-16-2022**

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	4	8.00 Hrs	32.00	45.00	\$1,440.00
Total Labor					\$1,440.00

Equipment	Quantity UOM	Unit Price	Total
19' SCISSOR	1.00 DAY	50.00 DAY	\$50.00
Total Equipment			\$50.00

Subtotal for Detail \$1,490.00**09-17-2022**

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic (OT)	2	8.00 Hrs	16.00	67.50	\$1,080.00
Total Labor					\$1,080.00

Equipment	Quantity UOM	Unit Price	Total
19' SCISSOR	1.00 DAY	50.00 DAY	\$50.00
Total Equipment			\$50.00

Subtotal for Detail \$1,130.00

AUTHORIZED BY:

ON BEHALF OF: MCCARTHY

PROJECT MANAGER: KELLY L GIORDANO

ESTIMATOR: JONATHAN E SIPE

Labor Total:	\$22,162.50
Equipment Total:	\$650.00
Sub Total:	\$22,812.50
Mark Up:	\$3,421.50 15.00%

Total:	\$26,234.00
---------------	--------------------

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 3, 2022, ID #76

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 8, 2022 8:04 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

041

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

Company Name By _____ Signature Date _____

By: _____
Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel

Building C

Project No. 16-0436

Date 09/03/2022

Charge To McCarthy

Associated with: Baker Triangle Fort Worth
Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/03/2022	3 Baker guys (7hrs each)	OT	21	1 Scissors Lift (1 Day)	1	

Hours & Quantities Verified By Michael Steinkamp

Date 9/7/2022

cc: Subcontractor
Project Director
File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 6, 2022, ID #77

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 8, 2022 8:17 AM

Last updated by Israel Rangel

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 7, 2022, ID #78

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 8, 2022 8:18 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

043

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

 Company Name By _____ Signature Date _____

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
 Building C
 Charge To McCarthy

Project No. 16-0436
 Date 09/07/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/07/2022	4 Baker guys (8hrs each)		32	1 Scissors Lift (1day)	1	
09/07/2022	4 Baker guys (2hrs each)OT		8			

Hours & Quantities Verified By Michael Steinkamp

Date 9/8/2022

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 8, 2022, ID #80

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 12, 2022 8:47 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

044

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

_____ By _____ Date _____
 Company Name Signature

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
Building C
 Charge To McCarthy

Project No. 16-0436
 Date 09/08/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/08/2022	4 Baker guys (8hrs each)		32	1 Scissors Lift	1	
09/08/2022	4 Baker guys (2hrs each)OT		8			

Hours & Quantities Verified By Michael Steinkamp

Date 9/12/2022

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 9, 2022, ID #81

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 12, 2022 8:47 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

045

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

Company Name By _____ Signature Date _____

By: _____
Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
Building C
 Charge To McCarthy

Project No. 16-0436
 Date 09/09/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/09/2022	4 Baker guys (8hrs each)		32	1 Scissors Lift (1 day)	1	
09/09/2022	4 Baker guys (2hrs each) OT		8			

Hours & Quantities Verified By Michael Steinkamp Date 9/12/2022

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 10, 2022, ID #82

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 12, 2022 8:48 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

046

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

 Company Name By _____ Signature Date _____

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
Building C
 Charge To McCarthy

Project No. 16-0436
 Date 09/10/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/10/2022	7 Baker guys (8hrs each)	OT	56	2 Scissors Lift (1day each)	2	

Hours & Quantities Verified By Michael Steinkamp Date 9/12/2022

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 12, 2022, ID #83

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 14, 2022 1:27 PM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

047

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

 Company Name By _____ Signature Date _____

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Dara Center South Parcel
Building C
 Charge To McCarthy

Project No. 16-0436
 Date 09/12/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/12/2022	3 Baker guys (8hrs each)		24	1 Scissors Lift (1day)	1	
09/12/2022	5 Baker guys (2hrs each)		10			

Hours & Quantities Verified By Michael Steinkamp Date 9/14/2022

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 13, 2022, ID #84

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 14, 2022 1:27 PM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**McCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

048

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

 Company Name By _____ Signature Date _____

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
 Building C
 Charge To McCarthy

Project No. 16-0436
 Date 09/13/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/13/2022	3 Baker guys (8hrs each)		24	1 Scissors Lift (1day)	1	
09/13/2022	5 baker guys (2hrs each)		10			

Hours & Quantities Verified By Michael Steinkamp Date 9/14/2022

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 14, 2022, ID #85

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 15, 2022 1:16 PM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

049

Work Item No.

WORK AUTHORIZATIONThe undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

_____ By _____ Date _____
 Company Name Signature

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel

Building C

Charge To McCarthy

Project No. 16-0436

Date 09/14/2022

 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/14/2022	3 Baker guys (8hrs each)		24	1 Scissors Lift (1 Day)	1	
09/14/2022	5 Baker guys (2hrs each)OT		10			

Hours & Quantities Verified By Michael Steinkamp

Date 9/15/2022

 cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 15, 2022, ID #87

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 17, 2022 10:51 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

051

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

Company Name By _____ Signature Date _____

By: _____
Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
Building C
Charge To McCarthy

Project No. 16-0436
Date 09/15/2023
Associated with: Baker Triangle Fort Worth
Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/15/2022	3 Baker guys (8hrs each)		24	1 Scissors Lift (1 day)	1	
09/15/2022	5 Baker guys (2hrs each)		10			

Hours & Quantities Verified By Michael Steinkamp Date 9/16/2022

cc: Subcontractor
Project Director
File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 16, 2022, ID #88

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 19, 2022 4:21 AM

Last updated by Israel Rangel

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 17, 2022, ID #89

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 19, 2022 9:58 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

053

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks (We started to install the caulking)

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

Company Name By _____ Signature Date _____

By: _____
Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
Building C
 Charge To McCarthy

Project No. 16-0436
 Date 09/17/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/17/2022	2 Baker guys (8hrs each) OT		16	Scissors Lift (1 Day)	1	

Hours & Quantities Verified By Eric klekar

Date 9-19-22

cc: Subcontractor
 Project Director
 File



Baker Drywall

REQUEST FOR CHANGE ORDER

Ref.# COR-0036

External/RCO#

GC PO#

Date Oct 11, 2022

Job # 16-0436

To: MCCARTHY
 12001 N CENTRAL EXPY
 SUITE 400
 DALLAS, TX 75243
 Phone: 972-991-5500
Contact: Michael Steinkamp

Project: DENTON DATA CENTER NORTH/SOUTH PARCELS
 8151 JIM CHRISTAL RD
 DENTON, TX 76207

Description: Insulation at Miner Racks Bld C - 09-27-22 to 10-03-22

09-27-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	4	8.00 Hrs	32.00	45.00	\$1,440.00
Mechanic (OT)	4	2.00 Hrs	8.00	67.50	\$540.00
Total Labor					\$1,980.00

Equipment	Quantity UOM	Unit Price	Total
19' SCISSOR	1.00 DAY	50.00 DAY	\$50.00
Total Equipment			\$50.00

Subtotal for Detail \$2,030.00

09-28-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	3	8.00 Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	3	2.00 Hrs	6.00	67.50	\$405.00
Total Labor					\$1,485.00

Equipment	Quantity UOM	Unit Price	Total
19' SCISSOR	1.00 DAY	50.00 DAY	\$50.00
Total Equipment			\$50.00

Subtotal for Detail \$1,535.00

09-29-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	4	8.00 Hrs	32.00	45.00	\$1,440.00
Mechanic (OT)	4	2.00 Hrs	8.00	67.50	\$540.00
Total Labor					\$1,980.00

Equipment	Quantity UOM	Unit Price	Total
19' SCISSOR	1.00 DAY	50.00 DAY	\$50.00
Total Equipment			\$50.00

Subtotal for Detail \$2,030.00

09-30-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	3	8.00 Hrs	24.00	45.00	\$1,080.00
Total Labor					\$1,080.00

3705 E 1st Street, Ft. Worth, TX 76111-5804

T (817) 810-0180

F (817) 810-0179

www.bakertriangle.com

Run on: October 11, 2022 7:58 AM

**REQUEST FOR CHANGE ORDER
CONTINUED**16-0436
DENTON DATA CENTER NORTH/SOUTH PARCELS

Oct 11, 2022

09-30-22

Equipment	Quantity	UOM	Unit Price	Total
19' SCISSOR	1.00	DAY	50.00 DAY	\$50.00
Total Equipment				\$50.00
Subtotal for Detail				\$1,130.00

10-01-22

Labor	# of Men	Quantity	UOM	Unit Total	Rate	Total
Mechanic	3	8.00	Hrs	24.00	45.00	\$1,080.00
Total Labor						\$1,080.00

Equipment	Quantity	UOM	Unit Price	Total
19' SCISSOR	1.00	DAY	50.00 DAY	\$50.00
Total Equipment				\$50.00
Subtotal for Detail				\$1,130.00

10-03-22

Labor	# of Men	Quantity	UOM	Unit Total	Rate	Total
Mechanic (OT)	3	8.00	Hrs	24.00	45.00	\$1,080.00
Mechanic	3	2.00	Hrs	6.00	67.50	\$405.00
Total Labor						\$1,485.00

Equipment	Quantity	UOM	Unit Price	Total
19' SCISSOR	1.00	DAY	50.00 DAY	\$50.00
Total Equipment				\$50.00
Subtotal for Detail				\$1,535.00

AUTHORIZED BY:
ON BEHALF OF: MCCARTHY
PROJECT MANAGER: KELLY L GIORDANO
ESTIMATOR: JONATHAN E SIPE

Labor Total:	\$9,090.00
Equipment Total:	\$300.00
Sub Total:	\$9,390.00
Mark Up:	\$1,408.00 14.99%
Total:	\$10,798.00

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 27, 2022, ID #106

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 28, 2022 5:05 PM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

066

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

Company Name By _____ Signature Date _____

By: _____
Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel

Project No. 16-0436

Building C

Date 09/27/2022

Charge To McCarthy

Associated with: Baker Triangle Fort Worth

Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/27/2022	4 Baker guys (8hrs each)		32	1 Scissors Lift (1 day)	1	
09/27/2022	4 Baker guys (2hrs each) OT		8			

Hours & Quantities Verified By Hamaad Chaudhry

Date 09/28/2022

cc: Subcontractor
Project Director
File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 28, 2022, ID #108

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 29, 2022 4:49 PM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

068

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

Company Name By _____ Date _____
Signature

By: _____
Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
Building C

Project No. 16-0436

Date 09/28/2022

Charge To McCarthy

Associated with: Baker Triangle Fort Worth

Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/28/2022	3 Baker guys (8hrs each)	RT	24	1 Scissors Lift (1 Day)	1	
09/28/2022	3 Baker guys (2hrs each)	OT	6			

Hours & Quantities Verified By Hamaad Chaudhry

Date 09/29/2022

cc: Subcontractor
Project Director
File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 29, 2022, ID #110

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Oct 1, 2022 6:29 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

069

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

 Company Name By _____ Signature Date _____

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
Building C
 Charge To McCarthy

Project No. 16-0436
 Date 09/29/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/29/2022	3 Baker guys (8hrs each)	RT		1 Scissors Lift (1 day)	1	
09/29/2022	3 Baker guys (2hrs each)	OT				

Hours & Quantities Verified By Mike george

Date 09/30/2022

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 30, 2022, ID #112

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Oct 1, 2022 11:37 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

071

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building C - Foam Board - Miner Racks (Caulking)

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

_____ By _____ Date _____
 Company Name Signature

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
 Building C
 Charge To McCarthy

Project No. 16-0436
 Date 09/30/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/30/2022	3 Baker guys (8hrs each)		24	1 Scissors Lift	1	

Hours & Quantities Verified By Michael george Date 10/1

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Oct 1, 2022, ID #114

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Oct 3, 2022 5:23 PM

Last updated by Israel Rangel

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Oct 3, 2022, ID #117

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Oct 4, 2022 5:36 PM

Last updated by Israel Rangel

INVOICE**MCCARTHY**

Account With: CORE Scientific

Invoice Date: 10/11/2022

Our Invoice No.: 002229.000-010P

Project: 002229.000

Task No: 80000.0006.00.00

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Protecting Minor Racks at Building D	\$8,568.00	\$8,568.00
	Subtotal	\$8,568.00	\$8,568.00
	COR	\$79.00	\$79.00
	CDI	\$109.00	\$109.00
	Fee (4.25%)	\$372.00	\$372.00
	Total	\$9,128.00	\$9,128.00
	<u>PAYMENT TERMS: NET 30</u>		

By Michael Steinkamp (Project Manager)

Invoice

980415R



Baker Drywall

REQUEST FOR CHANGE ORDER

Ref.# COR-0032

External/RCO#

GC PO#

Date Sep 19, 2022

Job # 16-0436

To: MCCARTHY
 12001 N CENTRAL EXPY
 SUITE 400
 DALLAS, TX 75243
 Phone: 972-991-5500

Project: DENTON DATA CENTER NORTH/SOUTH PARCELS
 8151 JIM CHRISTAL RD
 DENTON, TX 76207

Contact: Michael Steinkamp

Description: Cover and Remove Plastic to Protect Minor Racks - Building D

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Cover Racks with Plastic (Regular Time) 8-18-22	5	8.00 Hrs	40.00	45.00	\$1,800.00
Cover Racks with Plastic (OT) - 8-18-22	6	4.00 Hrs	24.00	67.50	\$1,620.00
Remove Plastic from Racks (OT) - 9-13-22	7	4.00 Hrs	28.00	67.50	\$1,890.00
Remove Plastic from Racks (OT) - 9-14-22	7	4.00 Hrs	28.00	67.50	\$1,890.00
Total Labor					\$7,200.00

Equipment	Quantity UOM	Unit Price	Total
19' SCISSOR LIFT-2WD ELEC - JLG 1930ES - GENIE GS-1930 - DAILY RENTAL	5.00 EA	50.00 EA	\$250.00
Total Equipment			\$250.00

AUTHORIZED BY:
ON BEHALF OF: MCCARTHY
PROJECT MANAGER: KELLY L GIORDANO
ESTIMATOR: JONATHAN E SIPE

Labor Total:	\$7,200.00
Equipment Total:	\$250.00
Sub Total:	\$7,450.00
Mark Up:	\$1,118.00 15.01%
Total:	\$8,568.00

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Aug 18, 2022, ID #73

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Aug 24, 2022 6:10 AM

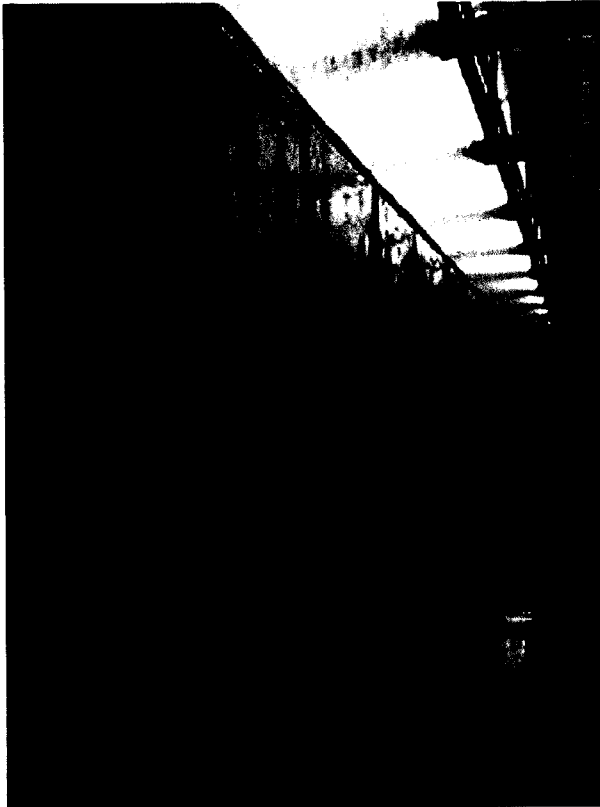
Last updated by Israel Rangel

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

PHOTOS (8)



IMG_9984

Israel Rangel

Aug 19, 2022 5:22 AM



IMG_9983

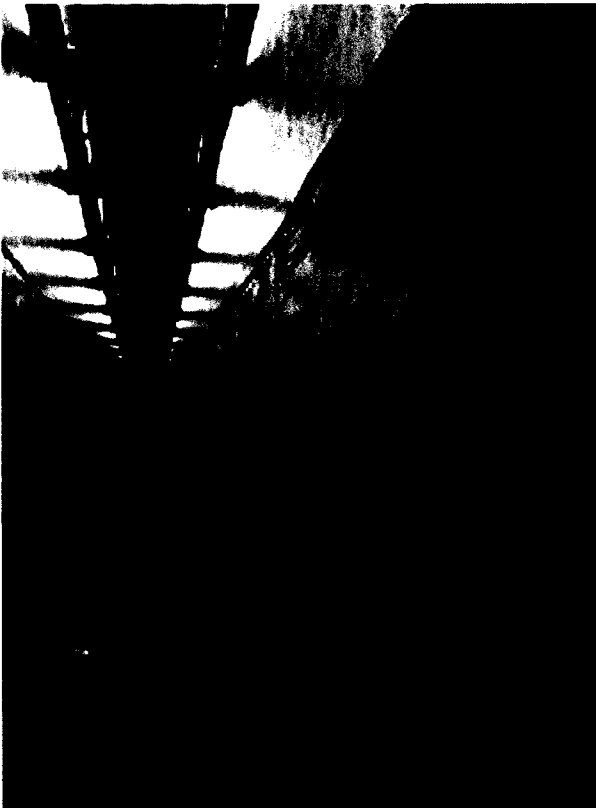
Israel Rangel

Aug 19, 2022 5:22 AM

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

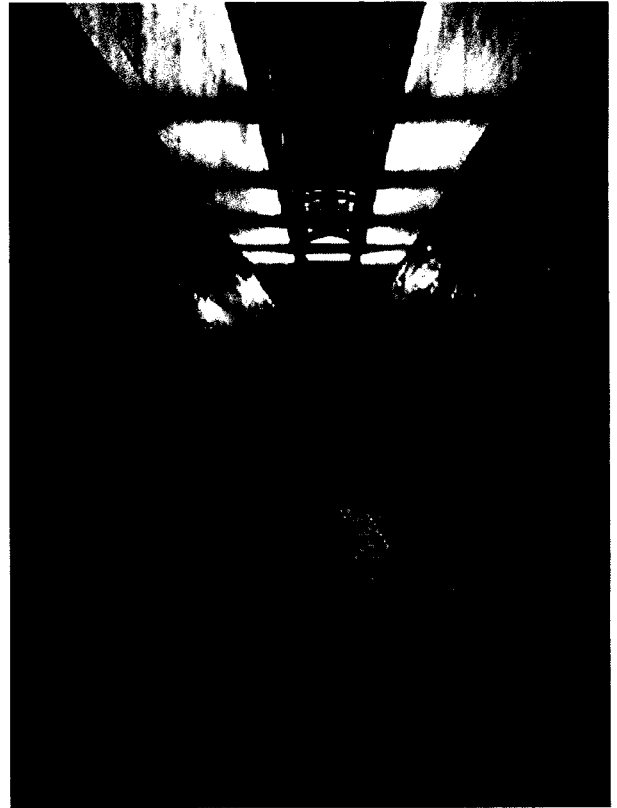
16



IMG_9985

Israel Rangel

Aug 19, 2022 5:22 AM



IMG_9987

Israel Rangel

Aug 19, 2022 5:22 AM

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16



IMG_9982

Israel Rangel

Aug 19, 2022 5:22 AM



IMG_9981

Israel Rangel

Aug 19, 2022 5:22 AM

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

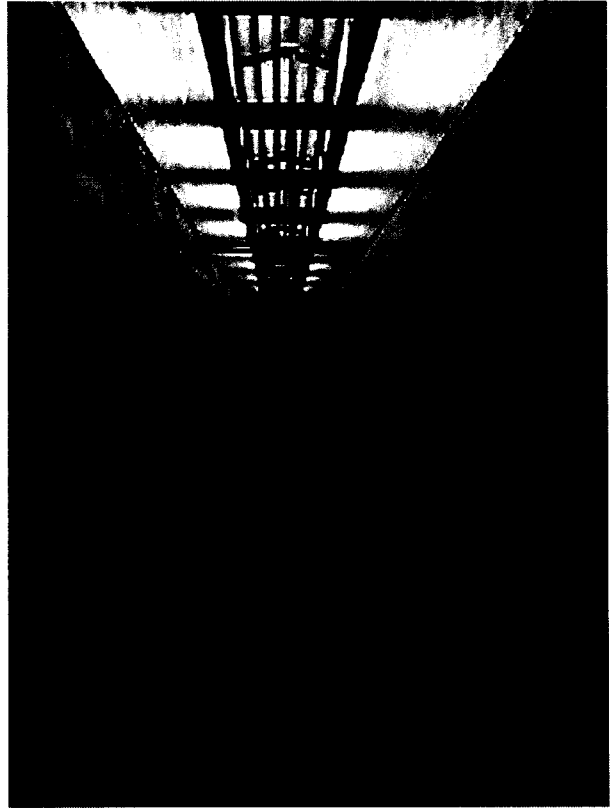
16



IMG_9980

Israel Rangel

Aug 19, 2022 5:22 AM



IMG_9986

Israel Rangel

Aug 19, 2022 5:22 AM

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 14, 2022, ID #86

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 15, 2022 1:17 PM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

050

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

We removed the plastic that we had installed in building D

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

 Company Name By Signature Date

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center South Parcel
Building D
 Charge To McCarthy

Project No. 16-0436
 Date 09/14/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/13/2022	7 Baker guys (4hrs each)OT		28	1 Scissors Lift (1 day)	1	
09/14/2022	7 Baker guys (4hrs each)OT		28	1 Scissors Lift (1 day)	1	

Hours & Quantities Verified By Michael Steinkamp Date 9/15/2022

cc: Subcontractor
 Project Director
 File

INVOICE**MCCARTHY**

Account With: CORE Scientific

Invoice Date: 10/11/2022

Our Invoice No.: 002229.000-011P

Project: 002229.000

Task No: 80000.0008.00.00

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Insulation at Miner Racks		
	Work on 9.17-9.26	\$15,968.00	\$15,968.00
	Subtotal	\$15,968.00	\$15,968.00
	COR	\$149.00	\$149.00
	CDI	\$203.00	\$203.00
	Fee (4.25%)	\$693.00	\$693.00
	Total	\$17,031.00	\$17,031.00
	<u>PAYMENT TERMS: NET 30</u>		

By Michael Steinkamp (Project Manager)



Baker Drywall

REQUEST FOR CHANGE ORDER

Ref.# COR-00037

External/RCO#

GC PO#

Date Oct 11, 2022

Job # 16-0436

To: MCCARTHY
 12001 N CENTRAL EXPY
 SUITE 400
 DALLAS, TX 75243
 Phone: 972-991-5500
Contact: Michael Steinkamp

Project: DENTON DATA CENTER NORTH/SOUTH PARCELS
 8151 JIM CHRISTAL RD
 DENTON, TX 76207

Description: Insulation at Miner Racks - Building E - 09-17-22 to 09-26-22

09-17-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic (OT)	6	8.00 Hrs	48.00	67.50	\$3,240.00
Total Labor					\$3,240.00
Equipment		Quantity UOM	Unit Price		Total
19' SCISSOR LIFT-2WD ELEC - JLG 1930ES - GENIE GS-1930 - DAILY RENTAL		1.00 DAY	50.00 DAY		\$50.00
Total Equipment					\$50.00
Subtotal for Detail					\$3,290.00

09-19-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	3	8.00 Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	5	2.00 Hrs	10.00	67.50	\$675.00
Total Labor					\$1,755.00
Equipment		Quantity UOM	Unit Price		Total
19' SCISSOR LIFT-2WD ELEC - JLG 1930ES - GENIE GS-1930 - DAILY RENTAL		1.00 DAY	50.00 DAY		\$50.00
Total Equipment					\$50.00
Subtotal for Detail					\$1,805.00

09-20-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	3	8.00 Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	5	2.00 Hrs	10.00	67.50	\$675.00
Total Labor					\$1,755.00
Equipment		Quantity UOM	Unit Price		Total
19' SCISSOR LIFT-2WD ELEC - JLG 1930ES - GENIE GS-1930 - DAILY RENTAL		1.00 DAY	50.00 DAY		\$50.00
Total Equipment					\$50.00
Subtotal for Detail					\$1,805.00

09-21-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	3	8.00 Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	5	2.00 Hrs	10.00	67.50	\$675.00

3705 E 1st Street, Ft. Worth, TX 76111-5804

T (817) 810-0180

F (817) 810-0179

www.bakertriangle.com

Run on: October 11, 2022 8:12 AM

**REQUEST FOR CHANGE ORDER
CONTINUED**

16-0436

Oct 11, 2022

COR-00037

DENTON DATA CENTER NORTH/SOUTH PARCELS

09-21-22

Total Labor \$1,755.00

Subtotal for Detail \$1,755.00

09-22-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	3	8.00 Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	3	2.00 Hrs	6.00	67.50	\$405.00
Total Labor					\$1,485.00
Subtotal for Detail					\$1,485.00

09-24-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic (OT)	4	8.00 Hrs	32.00	67.50	\$2,160.00
Total Labor					\$2,160.00
Equipment		Quantity UOM	Unit Price		Total
19' SCISSOR LIFT-2WD ELEC - JLG 1930ES - GENIE		1.00 DAY	50.00 DAY		\$50.00
GS-1930 - DAILY RENTAL					
Total Equipment					\$50.00
Subtotal for Detail					\$2,210.00

09-26-22

Labor	# of Men	Quantity UOM	Unit Total	Rate	Total
Mechanic	3	8.00 Hrs	24.00	45.00	\$1,080.00
Mechanic (OT)	3	2.00 Hrs	6.00	67.50	\$405.00
Total Labor					\$1,485.00
Equipment		Quantity UOM	Unit Price		Total
19' SCISSOR LIFT-2WD ELEC - JLG 1930ES - GENIE		1.00 DAY	50.00 DAY		\$50.00
GS-1930 - DAILY RENTAL					
Total Equipment					\$50.00
Subtotal for Detail					\$1,535.00

AUTHORIZED BY:

ON BEHALF OF: MCCARTHY

PROJECT MANAGER: KELLY L GIORDANO

ESTIMATOR: JONATHAN E SIPE

Labor Total:	\$13,635.00
Equipment Total:	\$250.00
Sub Total:	\$13,885.00
Mark Up:	\$2,083.00 15.00%
Total:	\$15,968.00

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 17, 2022, ID #90

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 19, 2022 9:59 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

054

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building E - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

Company Name By _____ Signature Date _____

By: _____
Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center North Parcel

Project No. 16-0436

Building E

Date 09/17/2022

Charge To McCarthy

Associated with: Baker Triangle Fort Worth

Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/17/2022	6 Baker guys (8hrs each)	OT	48	1 Scissors Lift (1 Day)	1	

Hours & Quantities Verified By Eric klekar

Date 9-19-22

cc: Subcontractor
Project Director
File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 19, 2022, ID #91

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 20, 2022 8:43 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

055

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☒ _____ to perform the following work:

Building E - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

Company Name By _____ Signature Date _____

By: _____
Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center North Parcel

Project No. 16-0436

Building E

Date 09/19/2022

Charge To McCarthy

Associated with: Baker Triangle Fort Worth

Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/19/2022	3 Baker guys (8hrs each)		24	1 Scissors Lift (1 day)	1	
09/19/2022	5 Baker guys (2hrs each)		10			

Hours & Quantities Verified By Eric klekar

Date 9-20-22

cc: Subcontractor
Project Director
File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 20, 2022, ID #93

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 21, 2022 4:51 PM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

056

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building E - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

 Company Name By _____ Signature Date _____

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center North Parcel
Building E
 Charge To McCarthy

Project No. 16-0436
 Date 09/20/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/20/2022	3 Baker guys (8hrs each)		24	1 scissors Lift (1 day)	1	
09/20/2022	5 Baker guys (2hrs each)		10			

Hours & Quantities Verified By Mike george Date 9/21/2022

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 21, 2022, ID #96

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 23, 2022 7:57 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

057

Work Item No.

WORK AUTHORIZATIONThe undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building E - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

_____ By _____ Date _____
 Company Name Signature

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center North Parcel
Building E
 Charge To McCarthy

Project No. 16-0436
 Date 09/21/2022
 Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/21/2022	3 Baker guys (8hrs each)		24			
09/21/2022	5 Baker guys (2hrs each)		10			

Hours & Quantities Verified By Mike george Date 9/22/2022

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 22, 2022, ID #98

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 23, 2022 10:31 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

059

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building E - Foam Board - Miner Racks

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

 Company Name By _____ Signature Date _____

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center North Parcel
 Building E

Project No. 16-0436
 Date 09/22/2022

Charge To McCarthy

Associated with: Baker Triangle Fort Worth
 Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/22/2022	3 Baker guys (8hrs each)		24			
09/22/2022	3 Baker guys (2hrs each) OT		6			

Hours & Quantities Verified By Mike george

Date 09/23/2022

cc: Subcontractor
 Project Director
 File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 24, 2022, ID #100

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 26, 2022 10:24 AM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work – 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

061

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building E - Foam Board - Miner Racks (Caulking)

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

Company Name By _____ Signature Date _____

By: _____
Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center North Parcel

Project No. 16-0436

Building E

Date 09/24/2022

Charge To McCarthy

Associated with: Baker Triangle Fort Worth
Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/24/2022	4 Baker guys (8hrs each) OT		32	Scissors Lift (1 Day)	1	

Hours & Quantities Verified By Eric klekar

Date 9/26/22

cc: Subcontractor
Project Director
File

16-0436 Denton Data Center SOUTH PARCEL

Denton, Texas

16

McCarthy - Work Authorization Form

Sep 26, 2022, ID #104

REPORT DETAILS

Description

Created by Israel Rangel

Status Draft

Last update Sep 27, 2022 5:22 PM

Last updated by Israel Rangel

WORK AUTHORIZATION FORM**MCCARTHY**

- ☐ Extra Work - 70000 ☐ Extra Work - 80000
☐ Extra Work - 90000 ☐ Backcharge From McCarthy

Work Authorization

16-0436

Job No.

64

Work Item No.

WORK AUTHORIZATION

The undersigned authorizes ☐ McCarthy or ☐ _____ to perform the following work:

Building E - Foam Board - Miner Racks (Caulking)

Charges for this work will be billed to the undersigned for payment on regular 30 day terms.

 Company Name By _____ Signature Date _____

By: _____
 Party Performing Work

TIME & MATERIAL SHEET

Project Denton Data Center North Parcel

Building E

Charge To McCarthy

Project No. 16-0436

Date 09/26/2022

Associated with: Baker Triangle Fort Worth

Subcontractor

(This Section to be completed daily as work is performed)

Date	Labor			Material/Equipment		
	Employee	Craft	Hours	Description	Quantity	DV
09/26/2022	3 Baker guys (8hrs each) RT		24	1 Scissors Lift (1 day)		
09/26/2022	3 Baker guys (2hrs each) OT		6			

Hours & Quantities Verified By Eric klekar

Date 9/27/2022

cc: Subcontractor
 Project Director
 File

INVOICE**MCCARTHY**

Account With: CORE Scientific

Invoice Date: 10/28/2022

Our Invoice No.: 002229.000-012P

Project: 002229.000

Task No: 1200.0206.00.00

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Electrical Consumption for Construction Trailers	\$12,180.18	\$12,180.18
	Subtotal	\$12,180.18	\$12,180.18
	Fee (4.25%)	\$517.66	\$517.66
	Total	\$12,697.84	\$12,697.84
	<u>PAYMENT TERMS: NET 30</u>		

By Michael Steinkamp (Project Manager)



Denton Municipal Utilities
 601 E. Hickory St, Suite F
 Denton, TX 76205-4305
 www.cityofdenton.com
 Customer Service (940) 349-8700

DUE 5/5/22

ACCOUNT INFORMATION

Account Number: 4580144-00
Customer Name: MCCARTHY BUILDING COMPANIES
Service Address: 8161 JIM CHRISTAL RD
Cycle Number: 9
Current Billing Date: 04/19/2022
Total Amount Due: \$1,071.82
Due Date for Current Charges: 05/05/2022

Most Recent Payment	Previous Balance	Late Fees	Current Charges	Amount Due
-\$579.04	\$0.00	\$0.00	\$1,071.82	\$1,071.82

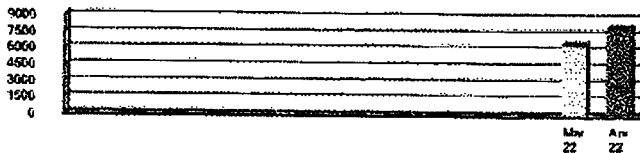
METER INFORMATION

Service Period: 03/14/2022 to 04/13/2022 **Billing Days:** 30

Meter	SC	Rate	Previous	Current	Multi	Usage
124796889	E	T1 3	00000065	00000146	100	8100
124796889	E	T1 3		00000046	100	46.00

Usage History

Electric



ACCOUNT ACTIVITY

Previous Balance	\$0.00
Electric	\$990.14
Electric Total	\$990.14
Sales Tax	\$81.68
Miscellaneous Total	\$81.68
TOTAL AMOUNT DUE	\$1,071.82

SPECIAL MESSAGE

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT



DENTON MUNICIPAL UTILITIES
 601 E. HICKORY ST, SUITE F
 DENTON, TX 76205-4305

Account Number: 4580144-00
Service Address: 8161 JIM CHRISTAL RD
Current Charges Due by 05/05/2022: \$1,071.82
Total Amount Due: \$1,071.82

AMOUNT ENCLOSED: _____

- ☐ Check here for changes to your account. See reverse side.
☐ Check here for donations. See reverse side.

CUSTOMER
 # 151663

11000000

878 1 MB 0 485 0168901-DENS203237-S1.1GRP-000878 T:4
 MCCARTHY BUILDING COMPANIES
 12001 N CENTRAL EXPY STE 400
 DALLAS TX 75243-3733

CITY OF DENTON
 PO BOX 660150
 DALLAS TX 75266-0150

0000458014400000001071822



Denton Municipal Utilities
 601 E. Hickory St, Suite F
 Denton, TX 76205-4305
 www.cityofdenton.com
 Customer Service (940) 349-8700

ACCOUNT INFORMATION

Account Number: 4580144-00
Customer Name: MCCARTHY BUILDING COMPANIES
Service Address: 8161 JIM CHRISTAL RD
Cycle Number: 9
Current Billing Date: 08/18/2022
Total Amount Due: \$2,029.08
Due Date for Current Charges: 09/06/2022

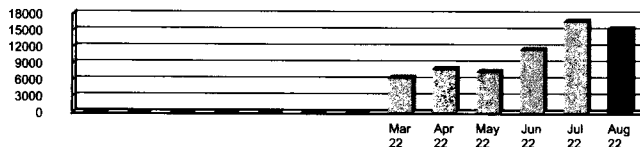
Due By 9/6

Most Recent Payment	Previous Balance	Late Fees	Current Charges	Amount Due
-\$1,524.59	\$0.00	\$0.00	\$2,029.08	\$2,029.08

METER INFORMATION

Service Period: 07/14/2022 to 08/12/2022 **Billing Days: 29**

Meter	SC	Rate	Previous	Current	Multi	Usage
124796689	E	T1 3	00000506	00000661	100	15500
124796689	E	T1 3		00000046	100	46.00

Usage History**Electric****ACCOUNT ACTIVITY**

Previous Balance	\$0.00
Electric	\$1,874.44
Electric Total	\$1,874.44
Sales Tax	\$154.64
Miscellaneous Total	\$154.64
TOTAL AMOUNT DUE	\$2,029.08

SPECIAL MESSAGE

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT



DENTON MUNICIPAL UTILITIES
 601 E. HICKORY ST, SUITE F
 DENTON, TX 76205-4305

- ☐ Check here for changes to your account. See reverse side.
☐ Check here for donations. See reverse side.

CUSTOMER
 # 151663

Account Number: 4580144-00
Service Address: 8161 JIM CHRISTAL RD
Current Charges Due by 09/06/2022: \$2,029.08
Total Amount Due: \$2,029.08

AMOUNT ENCLOSED: _____

CITY OF DENTON
 PO BOX 660150
 DALLAS TX 75266-0150

0175350-DENS212593-ST.NOPRIN-000261
 MCCARTHY BUILDING COMPANIES
 12001 N CENTRAL EXPY STE 400
 DALLAS TX 75243-3733



0000458014400000002029084

110000000

Payment Options:

Monthly Auto Pay: Pay automatically each month via your checking account, savings account or credit/debit card. To sign up, visit www.cityofdenton.com

Pay Online: Visit www.cityofdenton.com to pay your bill online via electronic check or credit/debit card.
Please allow 1 business day for processing.

Drop Box: Drop your utility bill and payment into one of two drop boxes located at 601 E. Hickory St.
Please include your bill stub with payment by check, money order or cashier's check. Please allow 1 business day for processing.

Monday - Friday, 8A.M. - 5P.M.

Pay in Person: City Hall East, 601 E. Hickory St. Suite F, Denton, TX 76205.
Payments accepted include cash, check, credit/debit card money order, or cashier's check.

Pay by Mail:

Mail payments to:
City of Denton
PO Box 660150
Dallas, TX 75266-0150

Please include your bill stub with payment by check, money order, or cashier's check. Please allow 7-10 days for processing.

Payment Locations:

Pay your bill at several convenient locations. For a full listing of locations, visit www.cityofdenton.com
Please allow up to 3 business days for processing.

Pay by Phone:

Call (940) 349-8700 and follow the prompts to pay by electronic check or credit/debit card.
Please allow 1 business day for processing.

Kiosk:

Available 24 hours a day
Located at Customer Service Entrance
601 E. Hickory St. Suite F, Denton, TX 76205
Payments accepted include cash, check, credit/debit card.

*Check payments will be converted to a one time electronic fund transfer from your account or will be processed as a check transaction.

Service Abbreviations:

E Electric W Water

Payment Expectations and Delinquent Penalties:

Payment must be received by close of business before 5:00 P.M. on the due date in order to avoid assessment of a late payment fee. Payments placed in the mail and showing a postmark on the due date will not be considered as being received on the due date. In addition, payments made through alternative sources, such as telephone, drop box or Internet will be accepted according to the terms established for those services.

Each customer of the city's utility system who has not paid by the due date as noted on the billing statement is eligible for disconnect after the due date without further notification. If water and/or electric utility service are disconnected for nonpayment, then the customer will be required to pay a delinquent service charge and maintain a deposit sum up to one-sixth of the last twelve (12) months' billings at the location where service is requested.

For More Information:

- Visit us online at www.cityofdenton.com
- You may contact customer service by phone at (940) 349-8700
- Visit our office location at 601 E. Hickory St. Suite F, Denton, TX 76205
- Hearing impaired customers may call (800) 735-2989
- To schedule an energy or water audit, please call (940) 349-7733
- To report a utility emergency, please call (940) 349-7000

Please be advised that unless the City of Denton receives a direct request, you have hereby authorized the City of Denton, its assignees, and third party collection agents to utilize all contact information you have provided to the City in efforts to communicate with you. This includes, but is not limited to, home telephone, cellular telephone, employment telephone, messages left (whether in voice or text); and/or utilize pre-recorded/artificial voice messages and/or automatic dialing devices in connection with any communication to you. Unless you notify the City by direct request, you hereby agree to the above statement and consent to all of the above forms of communication.

**By accepting service, you acknowledge you have read and agree to the Terms of Service located at www.cityofdenton.com/paymybill.

Has Your Information Changed?

Name

Street Address

City, State ZIP Code

Phone Number (Including Area Code)

\$

\$

\$

Enroll in **P-L-U-S ONE**. Please indicate a monthly amount you would like to donate to assist low income families with their utility bills. If you would like to be removed from the program, please call (940) 349-8700.

Enroll in supporting tree planting programs in Denton through **Keep Denton Beautiful (KDB) nonprofit** program. Please indicate a monthly amount you would like to donate to support nonprofit Keep Denton Beautiful, Inc. (KDB) and its annual tree planting and education efforts, including the Community Tree Giveaway. If you would like to be removed from the program, please call (940) 349-8700. For more about KDB, visit www.kdb.org.

Enroll in the **City of Denton's Animal Adoption** program. Please indicate a monthly amount you would like to donate to support the Animal Adoption Center's services. If you would like to be removed from the program, please call (940) 349-8700.

Save time, stamps, and the environment! Go paperless by receiving your utility bills online. Visit www.cityofdenton.com/paymybill to register your utility account and opt for Paperless Utility Billing Statements.



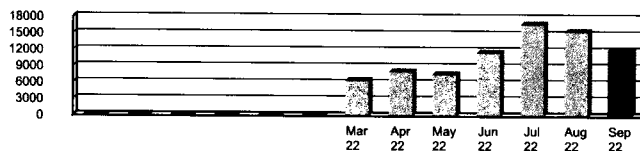
Denton Municipal Utilities
601 E. Hickory St, Suite F
Denton, TX 76205-4305
www.cityofdenton.com
Customer Service (940) 349-8700

ACCOUNT INFORMATION

Account Number: 4580144-00
Customer Name: MCCARTHY BUILDING COMPANIES
Service Address: 8161 JIM CHRISTAL RD
Cycle Number: 9
Current Billing Date: 09/20/2022
Total Amount Due: \$1,602.20
Due Date for Current Charges: 10/06/2022

DUE 10/06**Most Recent Payment****-\$2,029.08****Previous Balance****\$0.00****Late Fees****\$0.00****Current Charges****\$1,602.20****Amount Due****\$1,602.20****METER INFORMATION****Service Period: 08/12/2022 to 09/14/2022****Billing Days: 33**

Meter	SC	Rate	Previous	Current	Multi	Usage
124796689	E	T1 3	00000661	00000783	100	12200
124796689	E	T1 3		00000038	100	38.00

Usage History**Electric****ACCOUNT ACTIVITY**

Previous Balance \$0.00
Electric \$1,480.09
Electric Total \$1,480.09
Sales Tax \$122.11
Miscellaneous Total \$122.11
TOTAL AMOUNT DUE \$1,602.20

SPECIAL MESSAGE

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT



DENTON MUNICIPAL UTILITIES
601 E. HICKORY ST, SUITE F
DENTON, TX 76205-4305

- ☐ Check here for changes to your account. See reverse side.
☐ Check here for donations. See reverse side.

CUSTOMER
151663

Account Number: 4580144-00
Service Address: 8161 JIM CHRISTAL RD
Current Charges Due by 10/06/2022: \$1,602.20
Total Amount Due: \$1,602.20

AMOUNT ENCLOSED: _____

0177066-DENS214962-ST.NOPRIN-000273
MCCARTHY BUILDING COMPANIES
12001 N CENTRAL EXPY STE 400
DALLAS TX 75243-3733



11000000
CITY OF DENTON
PO BOX 660150
DALLAS TX 75266-0150

0000458014400000001602204

Payment Options:

Monthly Auto Pay: Pay automatically each month via your checking account, savings account or credit/debit card. To sign up, visit www.cityofdenton.com

Pay Online: Visit www.cityofdenton.com to pay your bill online via electronic check or credit/debit card.
Please allow 1 business day for processing.

Drop Box: Drop your utility bill and payment into one of two drop boxes located at 601 E. Hickory St.
Please include your bill stub with payment by check, money order or cashier's check. Please allow 1 business day for processing.

Monday - Friday, 8A.M. - 5P.M.

Pay in Person: City Hall East, 601 E. Hickory St. Suite F, Denton, TX 76205.
Payments accepted include cash, check, credit/debit card money order, or cashier's check.

Pay by Mail:

Mail payments to:
City of Denton
PO Box 660150
Dallas, TX 75266-0150

Please include your bill stub with payment by check, money order, or cashier's check. Please allow 7-10 days for processing.

Payment Locations:

Pay your bill at several convenient locations. For a full listing of locations, visit www.cityofdenton.com
Please allow up to 3 business days for processing.

Pay by Phone:

Call (940) 349-8700 and follow the prompts to pay by electronic check or credit/debit card.
Please allow 1 business day for processing.

Kiosk:

Available 24 hours a day
Located at Customer Service Entrance
601 E. Hickory St. Suite F, Denton, TX 76205
Payments accepted include cash, check, credit/debit card.

*Check payments will be converted to a one time electronic fund transfer from your account or will be processed as a check transaction.

Service Abbreviations:

E Electric W Water

Payment Expectations and Delinquent Penalties:

Payment must be received by close of business before 5:00 P.M. on the due date in order to avoid assessment of a late payment fee. Payments placed in the mail and showing a postmark on the due date will not be considered as being received on the due date. In addition, payments made through alternative sources, such as telephone, drop box or Internet will be accepted according to the terms established for those services.

Each customer of the city's utility system who has not paid by the due date as noted on the billing statement is eligible for disconnect after the due date without further notification. If water and/or electric utility service are disconnected for nonpayment, then the customer will be required to pay a delinquent service charge and maintain a deposit sum up to one-sixth of the last twelve (12) months' billings at the location where service is requested.

For More Information:

- Visit us online at www.cityofdenton.com
- You may contact customer service by phone at (940) 349-8700
- Visit our office location at 601 E. Hickory St. Suite F, Denton, TX 76205
- Hearing impaired customers may call (800) 735-2989
- To schedule an energy or water audit, please call (940) 349-7733
- To report a utility emergency, please call (940) 349-7000

Please be advised that unless the City of Denton receives a direct request, you have hereby authorized the City of Denton, its assignees, and third party collection agents to utilize all contact information you have provided to the City in efforts to communicate with you. This includes, but is not limited to, home telephone, cellular telephone, employment telephone, messages left (whether in voice or text); and/or utilize pre-recorded/artificial voice messages and/or automatic dialing devices in connection with any communication to you. Unless you notify the City by direct request, you hereby agree to the above statement and consent to all of the above forms of communication.

**By accepting service, you acknowledge you have read and agree to the Terms of Service located at www.cityofdenton.com/paymybill.

Has Your Information Changed?

Name

Street Address

City, State ZIP Code

()

Phone Number (Including Area Code)

\$

\$

\$

Enroll in **P-L-U-S ONE**. Please indicate a monthly amount you would like to donate to assist low income families with their utility bills. If you would like to be removed from the program, please call (940) 349-8700.

Enroll in supporting tree planting programs in Denton through **Keep Denton Beautiful (KDB) nonprofit** program. Please indicate a monthly amount you would like to donate to support nonprofit Keep Denton Beautiful, Inc. (KDB) and its annual tree planting and education efforts, including the Community Tree Giveaway. If you would like to be removed from the program, please call (940) 349-8700. For more about KDB, visit www.kdb.org.

Enroll in the **City of Denton's Animal Adoption** program. Please indicate a monthly amount you would like to donate to support the Animal Adoption Center's services. If you would like to be removed from the program, please call (940) 349-8700.

Save time, stamps, and the environment! Go paperless by receiving your utility bills online. Visit www.cityofdenton.com/paymybill to register your utility account and opt for Paperless Utility Billing Statements.



Denton Municipal Utilities
601 E. Hickory St, Suite F
Denton, TX 76205-4305
www.cityofdenton.com
Customer Service (940) 349-8700

ACCOUNT INFORMATION

Account Number: 4580144-00
Customer Name: MCCARTHY BUILDING COMPANIES
Service Address: 8161 JIM CHRISTAL RD
Cycle Number: 9
Current Billing Date: 03/18/2022
Total Amount Due: \$879.04
Due Date for Current Charges: 04/04/2022

FIRST BILL

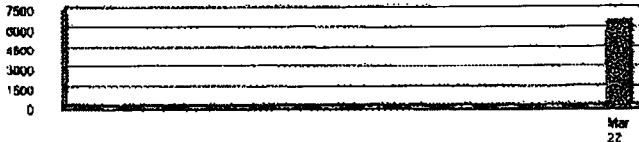
Most Recent Payment	Previous Balance	Late Fees	Current Charges	Amount Due
\$0.00	\$0.00	\$0.00	\$879.04	\$879.04

METER INFORMATION

Service Period: 02/23/2022 to 03/14/2022				Billing Days: 19		
Meter	SC	Rate	Previous	Current	Multi	Usage
124796689	E	T13	00000000	00000065	100	6500
124796689	E	T13		00000058	100	58.00

Usage History

Electric



ACCOUNT ACTIVITY

Previous Balance	\$0.00
Electric	\$790.80
Electric Total	\$790.80
Elec Connect Charge	\$23.00
Sales Tax	\$65.24
Miscellaneous Total	\$88.24
TOTAL AMOUNT DUE	\$879.04

SPECIAL MESSAGE

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT



DENTON MUNICIPAL UTILITIES
601 E. HICKORY ST, SUITE F
DENTON, TX 76205-4305

Account Number: 4580144-00
Service Address: 8161 JIM CHRISTAL RD
Current Charges Due by 04/04/2022: \$879.04
Total Amount Due: \$879.04

- ☐ Check here for changes to your account. See reverse side.
☐ Check here for donations. See reverse side.

CUSTOMER
151663

AMOUNT ENCLOSED: _____



843 1 MB 0 485 0167265-DENS200903-ST.1GRP-000843 T-4
MCCARTHY BUILDING COMPANIES
12001 N CENTRAL EXPY STE 400
DALLAS TX 75243-3733



CITY OF DENTON
PO BOX 860150
DALLAS TX 75266-0150

0000458014400000000879043

110000000

Payment Options:**Monthly Auto Pay:**

Pay automatically each month via your checking account, savings account or credit/debit card. To sign up, visit www.cityofdenton.com

Pay Online:

Visit www.cityofdenton.com to pay your bill online via electronic check or credit/debit card. Please allow 1 business day for processing.

Drop Box:

Drop your utility bill and payment into one of two drop boxes located at 601 E. Hickory St. Please include your bill stub with payment by check, money order or cashier's check. Please allow 1 business day for processing.

Monday - Friday, 8A.M. - 5P.M.

Pay In Person:

City Hall East, 601 E. Hickory St. Suite F, Denton, TX 76205. Payments accepted include cash, check, credit/debit card, money order, or cashier's check.

Pay by Mail:

Mail payments to:
City of Denton
PO Box 660150
Dallas, TX 75266-0150

Please include your bill stub with payment by check, money order, or cashier's check. Please allow 7-10 days for processing.

Payment Locations:

Pay your bill at several convenient locations. For a full listing of locations, visit www.cityofdenton.com. Please allow up to 3 business days for processing.

Pay by Phone:

Call (940) 349-8700 and follow the prompts to pay by electronic check or credit/debit card. Please allow 1 business day for processing.

Kiosk:

Available 24 hours a day
Located at Customer Service Entrance
601 E. Hickory St. Suite F, Denton, TX 76205
Payments accepted include cash, check, credit/debit card.

*Check payments will be converted to a one time electronic fund transfer from your account or will be processed as a check transaction.

Service Abbreviations:

E Electric W Water

Payment Expectations and Delinquent Penalties:

Payment must be received by close of business before 5:00P.M. on the due date in order to avoid assessment of a late payment fee. Payments placed in the mail and showing a postmark on the due date will not be considered as being received on the due date. In addition, payments made through alternative sources, such as telephone, drop box or Internet will be accepted according to the terms established for those services.

Each customer of the city's utility system who has not paid by the due date as noted on the billing statement is eligible for disconnect after the due date without further notification. If water and/or electric utility service are disconnected for nonpayment, then the customer will be required to pay a delinquent service charge and maintain a deposit sum up to one-sixth of the last twelve (12) months' billings at the location where service is requested.

For More Information:

- Visit us online at www.cityofdenton.com
- You may contact customer service by phone at (940) 349-8700
- Visit our office location at 601 E. Hickory St. Suite F, Denton, TX 76205
- Hearing impaired customers may call (800) 735-2989
- To schedule an energy or water audit, please call (940) 349-7733
- To report a utility emergency, please call (940) 349-7000

Please be advised that unless the City of Denton receives a direct request, you have hereby authorized the City of Denton, its assignees, and third party collection agents to utilize all contact information you have provided to the City in efforts to communicate with you. This includes, but is not limited to, home telephone, cellular telephone, employment telephone, messages left (whether in voice or text), and/or utilize pre-recorded/artificial voice messages and/or automatic dialing devices in connection with any communication to you. Unless you notify the City by direct request, you hereby agree to the above statement and consent to all of the above forms of communication.

Has Your Information Changed?

Name _____

Street Address _____

City, State ZIP Code _____

Phone Number (including Area Code) _____

\$ _____

\$ _____

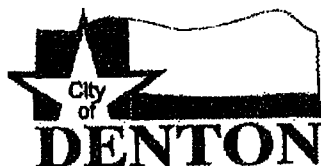
\$ _____

Enroll in P-L-U-S ONE. Please indicate a monthly amount you would like to donate to assist low income families with their utility bills. If you would like to be removed from the program, please call (940) 349-8700.

Enroll in supporting tree planting programs in Denton through Keep Denton Beautiful (KDB) nonprofit program. Please indicate a monthly amount you would like to donate to support nonprofit Keep Denton Beautiful, Inc. (KDB) and its annual tree planting and education efforts, including the Community Tree Giveaway. If you would like to be removed from the program, please call (940) 349-8700. For more about KDB, visit www.kdb.org.

Enroll in the City of Denton's Animal Adoption program. Please indicate a monthly amount you would like to donate to support the Animal Adoption Center's services. If you would like to be removed from the program, please call (940) 349-8700.

Save time, stamps, and the environment! Go paperless by receiving your utility bills online. Visit <https://lpn.paymentus.com/cp/dtxu> to register your utility account and opt for Paperless Utility Billing Statements.



Denton Municipal Utilities
601 E. Hickory St, Suite F
Denton, TX 76205-4305
www.cityofdenton.com
Customer Service (940) 349-8700

ACCOUNT INFORMATION

Account Number: 4580144-00
Customer Name: MCCARTHY BUILDING COMPANIES
Service Address: 8161 JIM CHRISTAL RD
Cycle Number: 9
Current Billing Date: 05/18/2022
Total Amount Due: \$128.11
Due Date for Current Charges: 06/03/2022

Most Recent Payment	Previous Balance	Late Fees	Current Charges	Amount Due
-\$1,950.86	-\$879.04	\$0.00	\$1,007.15	\$128.11

METER INFORMATION

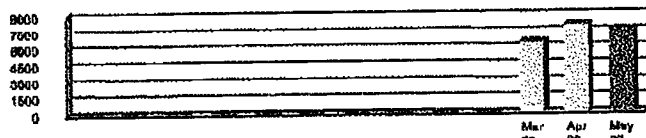
Service Period: 04/13/2022 to 05/12/2022

Billing Days: 29

Meter	SC	Rate	Previous	Current	Multi	Usage
124796689	E	T1 3	00000146	00000222	100	7600
124796689	E	T1 3		00000031	100	31.00

Usage History

Electric



ACCOUNT ACTIVITY

Previous Balance	-\$879.04
Electric	\$930.39
Electric Total	\$930.39
Sales Tax	\$76.76
Miscellaneous Total	\$76.76
TOTAL AMOUNT DUE	\$128.11

SPECIAL MESSAGE

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT



DENTON MUNICIPAL UTILITIES
601 E. HICKORY ST, SUITE F
DENTON, TX 76205-4305

Account Number: 4580144-00
Service Address: 8161 JIM CHRISTAL RD
Current Charges Due by 06/03/2022: \$1,007.15
Total Amount Due: \$128.11

- ☐ Check here for changes to your account. See reverse side.
☐ Check here for donations. See reverse side.

CUSTOMER
151663

AMOUNT ENCLOSED: _____



857 1 MB 0.485 0170501-DEMS205458-ST,1GRP-000857 T4
MCCARTHY BUILDING COMPANIES
12001 N CENTRAL EXPY STE 400
DALLAS TX 75243-3733

CITY OF DENTON
PO BOX 660150
DALLAS TX 75266-0150

0000458014400000000128110



Denton Municipal Utilities
601 E. Hickory St, Suite F
Denton, TX 76205-4305
www.cityofdenton.com
Customer Service (940) 349-8700

ACCOUNT INFORMATION

Account Number: 4580144-00
Customer Name: MCCARTHY BUILDING COMPANIES
Service Address: 5161 JIM CHRISTAL RD
Cycle Number: 9
Pay immediately to avoid disconnection: \$1,539.84
Current Billing Date: 07/29/2022
Total Amount Due: \$3,757.99
Due Date for Current Charges: 08/09/2022

Month/Receipt Payment	Previous Balance	Current Charge	Interest	Current Charges	Amount Due
\$0.00	\$1,539.84	\$20.00	\$2,197.25	\$3,757.99	

METER INFORMATION

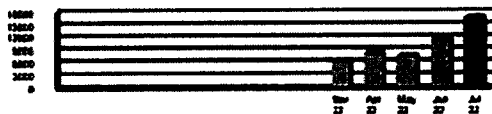
Service Period: 06/13/2022 to 07/14/2022 Billing Days: 30

Meter	SC	Rate	Previous	Current	Rate	Usage
124796880	E	11.3	00000338	00000508	100	16826
124796880	E	11.3	00000045	00000045	100	45.00

Current charges plus late fee: \$2232.50 is due
Previous payment already applied

Usage History

Electric



ACCOUNT ACTIVITY

Previous Balance	\$1,539.84
Electric	\$2,029.79
Electric Total	\$2,029.79
Sales Tax	\$167.46
Miscellaneous Total	\$167.46
OVERDUE INTEREST APPLIED	\$15.25
Late Payment Charge	\$20.00
TOTAL AMOUNT DUE	\$3,757.99

SPECIAL MESSAGE

Please Note: Your account has an unpaid previous balance and/or has been assessed a late payment penalty. If payments are not submitted in full by your due date, you may be subject to an additional service deposit in an amount equal to two months of your average billing.

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT



DENTON MUNICIPAL UTILITIES
601 E. HICKORY ST, SUITE F
DENTON, TX 76205-4305

- ☐ Check here for charges to your account. See reverse side.
☐ Check here for donations. See reverse side.

CUSTOMER
15 1963

Account Number: 4580144-00
Service Address: 5161 JIM CHRISTAL RD
Pay immediately to avoid disconnection: \$1,539.84
Current Charges Due by 08/09/2022: \$2,197.25
Total Amount Due: \$3,757.99

AMOUNT ENCLOSED: _____



040 2 MB 0 545 0173758-0276274103-07 100P-000000
MCCARTHY BUILDING COMPANIES
12001 N CENTRAL EXPY STE 400
DALLAS TX 75243-3733

CITY OF DENTON
PO BOX 880150
DALLAS TX 75388-0150

0000458014400000003757097



Denton Municipal Utilities
601 E. Hickory St, Suite F
Denton, TX 76205-4305
www.cityofdenton.com
Customer Service (940) 349-8700

DUE 11/4

ACCOUNT INFORMATION

Account Number: 4580144-00
Customer Name: MCCARTHY BUILDING COMPANIES
Service Address: 8161 JIM CHRISTAL RD
Cycle Number: 9
Current Billing Date: 10/19/2022
Total Amount Due: \$1,188.25
Due Date for Current Charges: 11/04/2022

Most Recent Payment	Previous Balance	Late Fees	Current Charges	Amount Due
-\$1,602.20	\$0.00	\$0.00	\$1,188.25	\$1,188.25

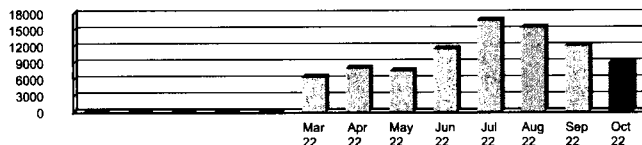
METER INFORMATION

Service Period: 09/14/2022 to 10/13/2022 **Billing Days:** 29

Meter	SC	Rate	Previous	Current	Multi	Usage
124796689	E	T1 3	00000783	00000873	100	9000
124796689	E	T1 3		00000033	100	33.00

Usage History

Electric



ACCOUNT ACTIVITY

Previous Balance \$0.00
Electric \$1,097.69
Electric Total \$1,097.69
Sales Tax \$90.56
Miscellaneous Total \$90.56
TOTAL AMOUNT DUE \$1,188.25

SPECIAL MESSAGE

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT



DENTON MUNICIPAL UTILITIES
601 E. HICKORY ST, SUITE F
DENTON, TX 76205-4305

- ☐ Check here for changes to your account. See reverse side.
☐ Check here for donations. See reverse side.

CUSTOMER
151663

Account Number: 4580144-00
Service Address: 8161 JIM CHRISTAL RD
Current Charges Due by 11/04/2022: \$1,188.25
Total Amount Due: \$1,188.25

AMOUNT ENCLOSED: _____



CITY OF DENTON
PO BOX 660150
DALLAS TX 75266-0150

0178748-DENS217323-ST.NOPRIN-000280
MCCARTHY BUILDING COMPANIES
12001 N CENTRAL EXPY STE 400
DALLAS TX 75243-3733

0000458014400000001188253

Payment Options:

MonthlyAuto Pay: Pay automatically each month via your checking account, savings account or credit/debit card. To sign up, visit www.cityofdenton.com

Pay Online: Visit www.cityofdenton.com to pay your bill online via electronic check or credit/debit card. Please allow 1 business day for processing.

Drop Box: Drop your utility bill and payment into one of two drop boxes located at 601 E. Hickory St. Please include your bill stub with payment by check, money order or cashier's check. Please allow 1 business day for processing.

Monday - Friday, 8A.M. - 5P.M.

Pay in Person: City Hall East, 601 E. Hickory St. Suite F, Denton, TX 76205. Payments accepted include cash, check, credit/debit card money order, or cashier's check.

Pay by Mail:

Mail payments to:
City of Denton
PO Box 660150
Dallas, TX 75266-0150

Please include your bill stub with payment by check, money order, or cashier's check. Please allow 7-10 days for processing.

Payment Locations:

Pay your bill at several convenient locations. For a full listing of locations, visit www.cityofdenton.com. Please allow up to 3 business days for processing.

Pay by Phone:

Call (940) 349-8700 and follow the prompts to pay by electronic check or credit/debit card. Please allow 1 business day for processing.

Kiosk:

Available 24 hours a day
Located at Customer Service Entrance
601 E. Hickory St. Suite F, Denton, TX 76205
Payments accepted include cash, check, credit/debit card.

*Check payments will be converted to a one time electronic fund transfer from your account or will be processed as a check transaction.

Service Abbreviations:

E Electric W Water

Payment Expectations and Delinquent Penalties:

Payment must be received by close of business before 5:00 P.M. on the due date in order to avoid assessment of a late payment fee. Payments placed in the mail and showing a postmark on the due date will not be considered as being received on the due date. In addition, payments made through alternative sources, such as telephone, drop box or Internet will be accepted according to the terms established for those services.

Each customer of the city's utility system who has not paid by the due date as noted on the billing statement is eligible for disconnect after the due date without further notification. If water and/or electric utility service are disconnected for nonpayment, then the customer will be required to pay a delinquent service charge and maintain a deposit sum up to one-sixth of the last twelve (12) months' billings at the location where service is requested.

For More Information:

- Visit us online at www.cityofdenton.com
- You may contact customer service by phone at (940) 349-8700
- Visit our office location at 601 E. Hickory St. Suite F, Denton, TX
- 76205 Hearing impaired customers may call (800) 735-2989
- To report a utility emergency, please call (940) 349-7000

Please be advised that unless the City of Denton receives a direct request, you have hereby authorized the City of Denton, its assignees, and third party collection agents to utilize all contact information you have provided to the City in efforts to communicate with you. This includes, but is not limited to, home telephone, cellular telephone, employment telephone, messages left (whether in voice or text); and/or utilize pre-recorded/artificial voice messages and/or automatic dialing devices in connection with any communication to you. Unless you notify the City by direct request, you hereby agree to the above statement and consent to all of the above forms of communication.

**By accepting service, you acknowledge you have read and agree to the Terms of Service located at www.cityofdenton.com/paymybill.

Has Your Information Changed?

Name

Street Address

City, State ZIP Code

()
Phone Number (Including Area Code)

\$ ———

\$ ———

\$ ———

Enroll in **P-L-U-S ONE**. Please indicate a monthly amount you would like to donate to assist low income families with their utility bills. If you would like to be removed from the program, please call (940) 349-8700.

Enroll in supporting tree planting programs in Denton through **Keep Denton Beautiful (KDB) nonprofit** program. Please indicate a monthly amount you would like to donate to support nonprofit Keep Denton Beautiful, Inc. (KDB) and its annual tree planting and education efforts, including the Community Tree Giveaway. If you would like to be removed from the program, please call (940) 349-8700. For more about KDB, visit www.kdb.org.

Enroll in the **City of Denton's Animal Adoption** program. Please indicate a monthly amount you would like to donate to support the Animal Adoption Center's services. If you would like to be removed from the program, please call (940) 349-8700.

Save time, stamps, and the environment! Go paperless by receiving your utility bills online. Visit www.cityofdenton.com/paymybill to register your utility account and opt for Paperless Utility Billing Statements.



Denton Municipal Utilities
601 E. Hickory St, Suite F
Denton, TX 76205-4305
www.cityofdenton.com
Customer Service (940) 349-8700

ACCOUNT INFORMATION

Account Number: 4588144-00
Customer Name: MCCARTHY BUILDING COMPANIES
Service Address: 6161 JIM CHRISTAL RD
Cycle Number: 9
Current Billing Date: 06/17/2022
Total Amount Due: \$1,824.58
Due Date for Current Charges: 07/06/2022

Month's Total
Payment
\$128.11

Previous
Balance
\$0.00

Current
Charge
\$0.00

Current
Balance
\$1,824.58

Payment Due
\$1,824.58

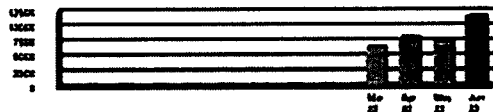
METER INFORMATION

Service Period: 05/12/2022 to 06/12/2022 Billing Days: 31

Meter	SC	Rate	Previous	Current	Start	Usage
124796889	E	T13	00000022	00000038	100	11600
124796690	E	T13	00000004	00000004	100	34 00

Usage History

Electric



Volentine, Brenna

From: Lesa Lamberson <llamberson@corescientific.com>
Sent: Wednesday, March 30, 2022 4:25 PM
To: Steinkamp, Michael; Klekar, Eric
Cc: Chris Wigginton
Subject: Re: CORE: Electrical Bill - March

Works for me, thanks
I am taking a few days off anything you need before I leave?

Sincerely
Lesla Lamberson
615-708-1319
Fax 1-425-974-7914
PURCHASING MANAGER

By accepting this purchase order, you agree to the price, schedule and terms of this order.



CORE SCIENTIFIC INC
Corp address
2800 Northup Way Ste 220
Bellevue WA 98004

From: Steinkamp, Michael <MSteinkamp@McCarthy.com>
Sent: Wednesday, March 30, 2022 5:17 PM
To: Lesa Lamberson <llamberson@corescientific.com>; Klekar, Eric <EKlekar@mccarthy.com>
Cc: Chris Wigginton <cwigginton@corescientific.com>
Subject: RE: CORE: Electrical Bill - March

Lesla,

Thanks for getting back. What doesn't help us, CoD applied our one account for other utilities (trash and water) to the assumption of McCarthy handling electrical consumption. I think what we do moving forward, McCarthy will incur cost for several months and then send an invoice for reimbursement. Will get annoying to do it monthly, we'll have it accrue and then send an invoice with the CoD invoices for backup.

Regards,
M. Steinkamp

From: Lesa Lamberson <llamberson@corescientific.com>
Sent: Wednesday, March 30, 2022 1:02 PM
To: Klekar, Eric <EKlekar@McCarthy.com>

Cc: Steinkamp, Michael <msteinkamp@mccarthy.com>

Subject: Fw: CORE: Electrical Bill - March

You may have to bill us, until they send us a bill in our name accounting won't process.

Sincerely

Lesa Lamberson

615-708-1319

Fax 1-425-974-7914

PURCHASING MANAGER

By accepting this purchase order, you agree to the price, schedule and terms of this order.



CORE SCIENTIFIC INC

Corp address

2800 Northup Way Ste 220

Bellevue WA 98004

From: Accounts Payable <ap@corescientific.com>

Sent: Wednesday, March 30, 2022 1:57 PM

To: Lesa Lamberson <llamberson@corescientific.com>

Cc: Accounts Payable <ap@corescientific.com>; Patrick Nelson <pnelson@corescientific.com>

Subject: RE: CORE: Electrical Bill - March

Hi Lesa,

We are unable to process this invoice because it is billed to McCarthy. Can you please have the vendor rebill it to Core?

Thanks,



RAYMOND POPE

SENIOR AP SPECIALIST

Core Scientific

(253) 508-1342

From: Lesa Lamberson <llamberson@corescientific.com>

Sent: Wednesday, March 30, 2022 6:47 AM

To: Accounts Payable <ap@corescientific.com>

Subject: Fw: CORE: Electrical Bill - March

Sincerely

Lesa Lamberson

615-708-1319

Fax 1-425-974-7914

PURCHASING MANAGER

By accepting this purchase order, you agree to the price, schedule and terms of this order.



CORE SCIENTIFIC INC

Corp address

**2800 Northup Way Ste 220
Bellevue WA 98004**

From: Klekar, Eric <EKlekar@McCarthy.com>
Sent: Wednesday, March 30, 2022 9:39 AM
To: Lesa Lamberson <llamberson@corescientific.com>
Cc: Steinkamp, Michael <MSteinkamp@mccarthy.com>
Subject: CORE: Electrical Bill - March

[EXTERNAL] Use caution when opening attachments or links.

Good Morning, Lesa-
Please see attached electrical bill from the CoD for the month of March for the CORE project in Denton, TX.
Best regards,
Eric R. Klekar
Senior Project Engineer
Southern Region
McCarthy Building Companies, Inc.
12001 N Central Expressway, Ste. 400 | Dallas, TX 75243
M 469-753-5101
www.mccarthy.com

***** This electronic mail message, including attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized use, review, disclosure, distribution, or actions taken in reliance on the contents of this information, is prohibited. If you received this e-mail in error and are not the intended recipient, please notify me immediately by telephone or reply e-mail and destroy all copies of the original message. *****

The information contained in this email message is intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by email noted above and destroy the original message.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

***** This electronic mail message, including attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized use, review, disclosure, distribution, or actions taken in reliance on the contents of this information, is prohibited. If you received this e-mail in error and are not the intended recipient, please notify me immediately by telephone or reply e-mail and destroy all copies of the original message. *****

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Exhibit 3

Owner Furnished Contractor Installed (OFCI) (GMP Scope)

1. Fan array fans
2. Fan array mounting rails and hardware
3. Fan cover/screens
4. Fan controller
5. Switchgear
6. Utility racks (racks for miners)
7. Filters (exterior wall filter screens)
8. IDF cabinets
9. MDF cabinets
10. Transformers
11. Foam board insulation
12. Pre-engineered building (structural steel, metal roofing, metal wall paneling)
13. Power distribution units (PDU's)
14. Power cables (fans, PDU, miners)

Contractor Furnished Contractor Installed (CFCI) (GMP Scope)

1. Flexbase
2. Concrete reinforcement
3. Concrete
4. Miscellaneous metals (bollards, fan array steel support)
5. Millwork
6. Solid countertops
7. Joint sealants
8. Concrete sealer
9. Door frames
10. Door hardware
11. Swing doors
12. Overhead doors
13. Glass/glazing
14. Cold-formed metal framing
15. Gypsum-board
16. Paint
17. VCT
18. ACT
19. Batt insulation
20. Corner guards
21. Fire extinguishers
22. Fire extinguisher cabinets
23. Toilet accessories
24. Toilet partitions
25. Sprinkler piping
26. Nitrogen cabinets
27. Plumbing pipe
28. Toilets

29. Drinking fountains
30. Ductwork
31. Louvers
32. Ceiling fans
33. Water pumps
34. Backflow preventers
35. Floor sink
36. Air compressor
37. FRP wall covering
38. Medium voltage cabling
39. Receptacles
40. Raceway (conduit/cable tray)
41. Panelboards
42. Step-down transformer
43. Light fixtures
44. Splice boxes
45. Guard stations (pre-fabricated units, delivered to site)
46. Perimeter fencing
47. Gates
48. Landscaping
49. Irrigation
50. Sanitary sewer
51. Water lines
52. Fire hydrants
53. Valves
54. Cleanouts
55. Roof curbs